



PURBA BHARATI GAS PRIVATE LIMITED

(A Joint Venture of Assam Gas Company Limited (AGCL), GAIL Gas Limited
& Oil India Limited (OIL))
Guwahati, Assam (India)

TENDER DOCUMENT FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

OPEN DOMESTIC COMPETITIVE BIDDING

Tender No.: 05/51/23VM/PBGPL/001-iv

VOLUME – I OF II



**PREPARED AND ISSUED BY
MECON LIMITED
(A Govt. of India Undertaking)
Delhi, India**

Invitation for Bid

INVITATION FOR BID (IFB)

Ref No: 05/51/23VM/PBGPL/001-iv

Date: 24.11.2021

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), EPMC for the project, on behalf of Purba Bharati Gas Private Limited ('PBGPL') (CIN: U40200AS2019PTC019678), A Joint Venture of Assam Gas Company Limited (AGCL), GAIL Gas Limited & Oil India Limited (OIL) having registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati, invites bids from bidders for the subject works/services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	BRIEF SCOPE OF WORK/SERVICES	CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))				
(B)	TENDER NO. & DATE	05/51/23VM/PBGPL/001-iv dated 24.11.2021				
(C)	TYPE OF BIDDING SYSTEM	<table><tr><td>SINGLE BID SYSTEM</td><td><input type="checkbox"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input checked="" type="checkbox"/></td></tr></table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>
SINGLE BID SYSTEM	<input type="checkbox"/>					
TWO BID SYSTEM	<input checked="" type="checkbox"/>					
(D)	CONTACT PERSON FOR SITE VISIT SHALL BE: Mr. Kanhaiya Kumar, Site engineer, MECON Mobile no. 7481959815 Mr. Surendra Kumar, Site engineer, MECON Mobile no. 7083946560 Note: The concerned person(s) may be contacted for knowing site details, etc; however, site visit is to be undertaken by contractors at their own arrangement & cost.					

(E)	<p>CONTRACT PERIOD</p> <p>The work is to be carried out as per the following schedule:</p> <p>The work shall be carried out on Annual Rate Contract (ARC) basis. The validity of ARC shall be for a period of 2 years (24 months) from the date of issuance of FOA. The Completion period shall be as follows:</p> <ol style="list-style-type: none"> 1. For supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical Works for 06 Nos of Green Field CNG Stations/City Gate Station – 30 (thirty) weeks for each Station from the date of issuance of Release Order for each nos. of Stations mentioned / handing over of plot(s). 2. For supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical Works for 12 Nos of DBS – 12 (twelve) weeks for each Facility from the date of issuance of Release Order for each nos. of facilities mentioned. 3. For supply, erection and commissioning of Mechanical and Electrical Works for 07 Nos of CNG Stations to be developed at various existing Retail Outlets/Dealer's Stations – 10 (ten) weeks for each Station from the date of issuance of Release Order for each nos. of Stations mentioned. <p>Note:</p> <ol style="list-style-type: none"> 1. As per availability of work front, contractor can be asked to work for all/few of the CNG Stations covered under Scope of work awarded, with each station to be completed as per above stated time schedule. 2. Date of intimation through any communication including Signed Minutes of Meeting shall be considered as date of Release Order. <p>(Refer Appendix-IV to SCC)</p>				
(F)	<table border="1" data-bbox="815 1263 1402 1462"> <tr> <td data-bbox="815 1263 1134 1391">APPLICABLE</td><td data-bbox="1134 1263 1402 1391">X</td></tr> <tr> <td data-bbox="815 1391 1134 1462">NOT APPLICABLE</td><td data-bbox="1134 1391 1402 1462">√</td></tr> </table> <p>If applicable, the amount shall be: Not Applicable Note: If Bid Security/EMD is applicable, Refer clause no. 16 of ITB for further details.</p> <p>Following provision shall supersede all other provisions available in tender in respect of Bid Security/EMD:</p> <p>"No EMD shall be required for the subject tender. Bidder is required to submit Declaration for Bid Security in bid as per proforma at F-28."</p>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				

(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 24.11.2021 to 15.12.2021 (1400 Hrs, IST) on following websites:</p> <p>(i) e-Procurement Portal (e-Portal) www.tenderwizard.com/MECON</p> <p>(ii) MECON Website: www.meconlimited.co.in</p>
(H)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Date: 01.12.2021 Time: 1200 Hrs.</p> <p>Due to outbreak of COVID-19, pre-bid meeting shall be conducted through video conferencing:</p> <p>Google Meet link for the meeting as per above schedule: Video call link: https://meet.google.com/kmd-bows-juc</p>
(I)	DUE DATE & TIME OF BID-SUBMISSION	<p>Date : 15.12.2021 Time : 1400 Hrs.</p>
(J)	DATE AND TIME OF UN-PRICED BID OPENING	<p>Date : 15.12.2021 Time: 1500 Hrs.</p> <p>Due to outbreak of COVID-19, meeting shall be conducted through video conferencing:</p> <p>Google Meet link for the meeting is as per above schedule: Video call link: https://meet.google.com/ikb-mrrd-nrs</p>
(K)	CONTACT DETAILS	<p>Name : Mr. Rakesh Sharma Designation: SR. GM (Contracts), MECON Ltd., Delhi Phone No. & Extn :011-22401100/03 FAX No.: 011-22041214 e-mail : cont-delhi@mecon.co.in</p>

(L)	TENDER PROCESSING FEE (NON-REFUNDABLE)	Rs. 1770/- (Rs. 1500/- +18% GST) (Payable to M/s ITI Ltd. Online) (Non- Refundable).				
(M)	HELP DESK FOR E- TENDERING	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at www.tenderwizard.com/MECON and on Telephone No. 011-49424365				
(N)	SALE OF TENDER DOCUMENTS	From 24.11.2021 Upto 1359 Hrs. (IST) on 15.12.2021 Website: www.tenderwizard.com/MECON				
(O)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td><input checked="" type="checkbox"/></td></tr><tr><td>MANUAL</td><td><input type="checkbox"/></td></tr></table> <p>Bids are to be submitted online at www.tenderwizard.com/MECON only.</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB of Tender document.
- 4.0 The following documents in addition to uploading in the e-bid on e-Portal, 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)
- 5.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above-mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- Bidders are advised to submit their bid strictly as per terms and conditions of tender documents and not to stipulate any deviation/exceptions
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB. The Tender

Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 8.0 PBGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order/Contract.

For & on behalf of
Purba Bharati Gas Private Limited

(Authorized Signatory)

Name : Rakesh Sharma

Designation : SR. GM (Contracts), MECON Ltd., Delhi

E-mail ID : cont-delhi@mecon.co.in

Contact No. : 011-22401100

SBD for Procurement of Services/Works

Summary

PART-I BIDDING PROCEDURES

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

This Section provides information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Owner. It regulates the bidding process and gives information on bid submission, opening and evaluation methodology.

SECTION 1.1: BID EVALUATION CRITERIA (BEC)

This section contains the criteria and requirements that the interested party must comply without which the Owner shall not consider their Bid for the purpose of evaluation and/ or further processing.

SECTION 1.2: BID EVALUATION METHODOLOGY

This section specifies the methodology that the Owner shall use to evaluate the Bids and to determine the successful Bidder.

ANNEXURE-I INSTRUCTIONS FOR PARTICIPATION IN e-TENDERING

This Annexure contains detailed instructions regarding bid submission procedure under e-Portal.

ANNEXURE-II BID DATA SHEET (BDS)

This Annexure contains information and provisions that are specific to each procurement and that supplement the information/ requirements included in Section 1, Instructions to Bidders.

ANNEXURE-III PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

This Annexure contains procedure for putting a Vendor/ Supplier/ Contractor/ Consultant on Suspension and/or banning list if any agency indulges in corrupt/ fraudulent/ collusive/ coercive practice.

ANNEXURE-IV PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

This Annexure contains procedure to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

ANNEXURE-V FORMS AND FORMAT

This Section contains the forms and formats which are to be completed by Bidders and submitted as part of the bid. The forms of Contract Performance Guarantee, Mobilization Advance, and Contract Agreement, when required, shall only be completed by the successful Bidder after award of contract.

ANNEXURE-VI POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC Policy)

PART-II CONDITIONS OF CONTRACT

SECTION 2: GENERAL CONDITIONS OF CONTRACT (GCC)

This Section contains standard provisions.

SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

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

PART-III SERVICES REQUIREMENTS

SECTION 4: SPECIFICATIONS, DRAWINGS AND SCOPE OF SERVICES

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

SECTION 5: SCHEDULE OF RATES

PART-I – BIDDING PROCEDURES

Section 1: Instructions to Bidders

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

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Section 1.1: Bid Evaluation Criteria

[To be read in conjunction with ITB: Clause 2]

A. Technical Criteria:

- A.1 The bidder must have executed at least one single contract (*) of composite civil construction works (**) including supply of all materials, equipment, tools/ tackles etc., **OR** Construction of retail outlets (minimum one no.) for dispensing of automotive fuels such as CNG/MS & HSD/Auto LPG involving Civil, Mechanical & Electrical Works, in previous 7 years reckoned from last date of submission of un-priced bid, of minimum value, as indicated in the below Table:

Part	Geographical Area (GA)	Minimum Value of work executed (Rs. In Crores)
A	Cachar, Hailakandi, Karimganj	1.485
B	Kamrup & Kamrup Metropolitan	2.25
For more than one part:		Bidder shall meet the criteria on cumulative basis for quoted parts

Note:

- (*) In case more than one contract are emanating against one tender, all such individual contracts are to be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.

Further, in case of rate contract, cumulative value of all release orders emanating from one rate contract shall be considered as single contract for evaluation of credential of a bidder for meeting their experience criteria.
 - (**) Composite civil construction works: Work involving building construction, which also includes Mechanical and Electrical works.
 - Experience of bidder acquired as a sub-contractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- A.2 In case the bidder is executing a rate contract of similar nature (as mentioned at clause no. A.1) which is still running and work executed **till one day prior to** the due date of submission is equal to or more than the minimum requirement as mentioned above at clause no. A.1, 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.
- A.3 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.

A.4 Bidder should have their available Bid Capacity more than the following values:

For Part	Geographical Area (GA)	Minimum Bid Capacity (Rs. In Crores)
A	Cachar, Hailakandi, Karimganj	19.8
B	Kamrup & Kamrup Metropolitan	30.0

If a bidder quotes for more than one part, then the requirement of Bid Capacity will be calculated on cumulative basis for the quoted Parts.

Available Bid Capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 \times A \times N - B$$

Where,

A = Maximum of the total value of construction works (including related supply) executed in any one financial year during the last three financial years of the bidders.

N = Completion period, in the instant tender is 24 months, N shall be 2

B = Value of existing commitments for on-going construction works during the completion period starting from beginning of the first day of that month if bid due date is after 15th of that month. If bid due date is upto 15th of a month, the details from beginning of the first day of previous month is to be considered.

Notes:

1. Total value of construction work done as per audited financial statements in last three years to be submitted by the bidder in Annexure-IA and same should be duly certified by the Chartered Accountant as given in Format -"Annexure IB".
2. Value of existing commitments for on-going construction works has to be submitted by the bidder in Annexure-IIA and same should be duly certified by the Chartered Accountant as given in Format -"Annexure-II B".

B. Financial Criteria:

B.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, shall be as under:

Part	Geographical Area (GA)	Minimum Annual Turnover Requirement (Rs. in Lakh)
A	Cachar, Hailakandi, Karimganj	495.00
B	Kamrup & Kamrup Metropolitan	750.00

B.2 NET WORTH:

Net worth of the bidder should be **positive** as per the immediately preceding year's audited financial results.

B.3 WORKING CAPITAL:

The minimum working capital of the bidder as per the immediate preceding year's audited financial results:

Part	Geographical Area (GA)	Minimum Working Capital Requirement (Rs. in Lakh)
A	Cachar, Hailakandi, Karimganj	99.00
B	Kamrup & Kamrup Metropolitan	150.00

Note:

If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (as per format F-15) from their bank having net worth not less than **Rs.100 crores**, confirming the availability of line of credit for at least working capital requirement as stated above.

B.4 Bidders who intend to qualify for more than one Part shall meet the qualifying Annual Turnover & Working Capital requirement on cumulative basis for the quoted Parts.

Note to BEC-Financial:

(i) Annual Turnover:

In case the tenders having the bid closing date up to 30th November (or as amended from time to time by Government) and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th November (or as amended from time to time by Government), bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

(ii) Net Worth/Working Capital:

In case the tenders having the bid closing date up to 30th November (or as amended from time to time by Government) and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th November (or as amended from time to time by Government), Bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

C. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

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

BEC Clause No.	Description	Documents required for qualification
A.	Technical Criteria	
A.1 & A.2	Experience criteria	<p>(a) Copy of detailed work order along with Schedule of Rates.</p> <p>(b) Copy of Completion Certificate issued by end user / Owner / consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.</p> <p>Execution certificate issued by the end user / owner /authorized consultant submitted by a bidder against work contracts can also be considered in place of completion certificate for meeting the stipulated experience criteria provided that the asset for which the said execution certificate has been issued is ready for commercial use which should also to be mentioned in the certificate.</p> <p>In case of rate contract- satisfactory work execution certificate issued by end user/owner/authorized consultant.</p> <p>Note: The completion certificate/execution certificate shall have details like work order no. / date, brief scope of work, completion date, value etc.</p>
A.3	Job executed for Subsidiary / Fellow Subsidiary/ Holding Company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary/ Holding Company.
A.4	Bid Capacity	
A.4	Bid Capacity & Experience for awarding additional scope/works	<p>Total value of construction work done as per audited financial statements in last three years to be submitted by the bidder in Annexure-IA and same should be duly certified by the Chartered Accountant as given in Format -"Annexure IB".</p> <p>Value of existing commitments for on-going</p>

		construction works has to be submitted by the bidder in Annexure-IIA and same should be duly certified by the Chartered Accountant as given in Format - "Annexure-IIB".
B.	Financial Criteria	
B.1	Annual Turn Over	<p>Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account alongwith its Annexures etc. of three preceding financial years.</p> <p>Certificate from Chartered Accountant for details of financial capability (F-16).</p>
B.2	Net Worth	<p>Audited Annual Financial Statement including Audit Report [Balance Sheet and Profit & Loss Account Statement along with its annexures] of last financial year.</p> <p>Certificate from Chartered Accountant for details of financial capability (F-16).</p>
B.3	Working Capital	<p>Audited Financial Statements including audit Report (if applicable), Balance sheet and profit & Loss Account etc. as per last financial year's result.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (as per format F-15) from the bank having net worth not less than Rs. 100 crores (or equivalent in USD), confirming the availability of line of credit for at least working capital requirement as stated above.</p> <p>Certificate from Chartered Accountant for details of financial capability (F-16).</p>

D. ELIGIBILITY CRITERIA OF A BIDDER IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) AS UNDER (FOR DETAILS – REFER CLAUSE NO. 49 OF ITB):

Refer relevant clause of ITB for details.

E. CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER CLAUSE NO. 50 OF ITB)

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details, relevant clause of ITB to be referred.

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

Technical Criteria of Bid Evaluation Criteria (BEC)	<p>All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be duly certified / attested by Chartered Engineer and notary public with legible stamp.</p> <p>Note: In case bidder is qualifying based on their foreign based supporting company's credentials, authentication requirements for such documents shall be applicable as required below:</p> <p>Documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified / attested by Chartered Engineer/Licensed Professional Engineer / EurEta Registered Engineer / EurIng or Equivalent Registered Engineer of manufacturer's country with legible stamp.</p> <p>Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in manufacturer's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.</p>
Financial Criteria of Bid Evaluation Criteria	<p>Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-16' duly signed and stamped by a chartered accountant.</p> <p>Further, copy of audited annual financial statements submitted in bid shall be duly certified / attested by Notary Public with legible stamp.</p> <p>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as</p>

	<p>per provisions of tender document.</p> <p>However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.</p>
Bid Capacity	<p>All documents in support of Bid Capacity to be furnished by the bidders shall necessarily be duly certified by the Chartered Accountant.</p> <p>Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.</p> <p>However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.</p>

All documents in support of BEC should be scanned and uploaded in the E portal.

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

Formats Pertaining to Bid Capacity (Clause no. A.4 of BEC)

Annexure-IA

FORMAT FOR FOR CONSTRUCTION WORK DONE DURING THE LAST THREE YEARS

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

Sl. no.	Description	Currency	Financial Data for last three audited financial years		
			Year-1	Year-2	Year-3
1	Total annual value of construction work done as per audited financial statements				

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Annexure-IB

FORMAT FOR CERTIFICATE OF CHARTERED ACCOUNTANT (CA) OR CERTIFIED PUBLIC ACCOUNTANT (CPA) OR EQUIVALENT OF BIDDER'S COUNTRY FOR CONSTRUCTION WORK DONE DURING THE LAST THREE YEARS

Tender no.: 05/51/23VM/PBGPL/001-iv

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

Sl. no.	Description	Currency	Financial Data for last three audited financial years		
			Year-1	Year-2	Year-3
1	Total annual value of construction work done as per audited financial statements				

Name of CA/CPA:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal/Stamp:

Membership No.:

Firm No.

UDIN:

Instructions for Appendix IA and IB:

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. In case the tenders having the bid closing date up to 30th September of the relevant financial year, and Audited Financial Statements of the immediate 3 preceding financial years are not available, the bidder has an option to submit the Audited Financial Statements of the 3 years immediately prior to preceding financial year for annual turnover / value of construction works. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the Audited Financial Statements for the immediate 3 preceding financial years for annual turnover / value of construction works.

FORMAT FOR FOR WORKS IN HAND

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

Name and brief particulars of contract	Name of client with telephone and fax number	Currency	Contract Value	Value of balance work yet to be done as on beginning of the first day of month in which bid due date fall*	Date of Completion as per Contract Agreement	Expected Completion Date	% Progress	Value of work to be done during the completion period of PBGPL's instant tender from beginning of the first day of month in which bid due date fall*

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORMAT FOR CERTIFICATE OF CHARTERED ACCOUNTANT (CA) OR CERTIFIED
PUBLIC ACCOUNTANT (CPA) OR EQUIVALENT OF BIDDER'S COUNTRY FOR WORKS
IN HAND**

Tender no.: 05/51/23VM/PBGPL/001-iv

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

Name and brief particulars of contract	Name of client with telephone and fax number	Currency	Contract Value	Value of balance work yet to be done as on beginning of the first day of month in which bid due date fall*	Date of Completion as per Contract Agreement	Expected Completion Date	% Progress	Value of work to be done during the completion period of PBGPL's instant tender from beginning of the first day of month in which bid due date fall*

Name of CA/CPA:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal/Stamp:

Membership No.:

Firm No.

UDIN:

Instructions for Appendix IIA and IIB:

- The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
- *If bid due date is upto 15th of a month, the details from beginning of the first day of previous month is to be considered.

Section 1.2: Bid Evaluation Methodology

EVALUATION METHODOLOGY

1. Bid shall be evaluated on Part-wise L1 (Lowest cost) basis.
2. The “Schedule of Rates” including GST quoted for parts A & B shall be taken up for evaluation purpose and part wise evaluation shall be done.

The entire work (i.e. both the parts) shall be finalized on least cost to PBGPL, if a bidder happens to be lowest for both the parts and will be qualified only for one part and not both the parts. Once one part awarded to such L1 bidder, the bidder ceases to be lowest bidder for the other part. The award of other part shall be made to the lowest bidder amongst the other qualified bidders.

Note:

- a) In case, any unregistered bidder [i.e. not registered with statutory authority for GST] is submitting their bid, their prices will be loaded with applicable GST (CGST&SGST/UTGST or IGST) during evaluation of bid.
- b) In case any cess on GST is applicable, the same shall also be considered in evaluation.
- c) 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.

Note: Purchase preference as per PPP-2012 & Procurement Preference Policy, Assam, 2015 & amendment 2017 is not applicable for the instant tender, but Purchase preference as per PP-LC Policy shall be applicable considering Tendered work for each Part as non split-able.

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1.0 SCOPE OF BID

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

2.0 ELIGIBLE BIDDERS

- 2.1 The Bidder or their allied agency (ies) shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 38" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by PBGPL/ GAIL Gas Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of PBGPL/ GAIL Gas Limited or banned/ blacklisted by Government department/ Public Sector on Due Date of Bid Submission.

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

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

It shall be the sole responsibility of the bidder to inform PBGPL/ MECON in case the bidder is put on 'Holiday' by PBGPL/ GAIL Gas Limited or Public Sector Project Management Consultant (such as EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid

and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 38 of ITB.

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

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

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

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/ services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

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

2.7 **Power of Attorney:**

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

(I) In case of a Single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

(II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

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

2.8 Bids shall be evaluated as per Bid Evaluation Criteria (BEC) as provided in Section 1.1

3.0 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).

3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.

3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non-judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.

3.4 A consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by PBGPL/ GAIL Gas Limited or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or on the Suspension list of PBGPL/ GAIL Gas Limited or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4.0 ONE BID PER BIDDER

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

- 4.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

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

5.0 COST OF BIDDING

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

6.0 SITE VISIT

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

[B] – BIDDING DOCUMENTS

7.0 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Clarifications' or 'Addendum / Corrigendum' issued in accordance with "ITB 8.0"

➤ Information for Bidder [IFB]	
➤ Instructions to Bidders [ITB]	Section 1
➤ Bid Evaluation Criteria [BEC]	Section 1.1
➤ Bid Evaluation Methodology	Section 1.2
➤ General Condition of Contract [GCC]	Section 2
➤ Special Conditions of Contract [SCC]	Section 3
➤ Specifications , Drawing (wherever applicable) and Scope of Services (wherever applicable)	Section 4
➤ Price Schedule/ Schedule of Rates	Section 5

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The Instructions to Bidders together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

7.3 The Invitation for Bids (IFB), as provided in this document issued by the Owner, is also part of the Bidding Documents

8.0 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify MECON in writing or by fax or email at MECON's mailing address indicated in the **BDS** no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. PBGPL/ MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. PBGPL/ MECON may respond in writing to the request for clarification. PBGPL/ MECON's response including an explanation of the query, but without identifying the source of the query will be uploaded on websites mentioned at 2.0 (G) under IFB / communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Employer by way of above is liable to be considered as "no clarification / information required".

8.3 The Bidder shall submit their queries / clarifications to MECON in the format "F-18".

9.0 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the Due Date and Time of Bid Submission, Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and shall be hosted on websites mentioned at 2.0 (G) under IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

- 9.3 The Employer, if it considers necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10.0 LANGUAGE OF BID:

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

11.0 DOCUMENTS COMPRISING THE BID

- 11.1 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, User Manual for Bidders and FAQs available in e-Portal and bids submitted manually shall be rejected. The Bid must be submitted on E-portal as follows:- Bid should be submitted at the portal for e-tender (www.tenderwizard.com/MECON) in Two Bid system in two parts as below:

- (i) TECHNO-COMMERCIAL/UN-PRICED BID (Part-I)
- (ii) PRICE BID (Part-II).

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

- 11.1.1.1 **PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item. *Schedule of Rates (Unpriced Bid) to be considered for the same.*
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Holiday/ Banning, Anti-Corruption, Conflict of Interest, Liquidation, Court Receivership and Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-10'
- k) ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- l) Duly attested [wherever attestation required] documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- m) Undertaking on the Letter head, as per the Form F-12.
- n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid,

as per clause no.2.7 of ITB. **Digital signature of person holding power of attorney to be used for submitting bid.**

- o) Any other information/details required as per Bidding Document.
- p) Document towards EMD/ Bid Security as per Clause 16.0 of ITB- Refer Form F-28.
- q) All forms and Formats including Annexures.
- r) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format F-17) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- s) Integrity Pact as per Form F-20 (if applicable)
- t) 'Indemnity Bond' as per 'Form F-21'
- u) Tender Document digitally signed by the Authorized Signatory.
- v) Additional document specified in Bid Data Sheet (BDS), Special Conditions of Contract (SCC), Scope of Services, if any
- w) Details of Quoted Scope as per F-23, if applicable
- x) Undertaking on Letterhead in respect of bidder not being from a country which shares land border with India.
- y) Undertaking regarding submission of Contract Performance Security (SD) within stipulated Time-Line Refer Form F-29
- z) Forms as required under POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC Policy) (Annexure-VI)

11.1.1.2PART-I of the bid must be submitted on e-Portal as follows:

All the documents mentioned above at 11.1.1 should be uploaded on e-portal. The “authorized signatory” of the Bidder holding Power of Attorney must digitally sign all uploaded files.

However, bidders must submit the original "Bid Security / EMD (if applicable) [**Submission of original is not applicable for online banking transaction**], Power of Attorney, Integrity Pact and any other documents specified in the bidding documents to address mentioned in Bid Data Sheet [BDS], Annexure-II of ITB 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 (if applicable) 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.

11.1.2 PART-II: PRICE BID

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. ***Schedule of Rates (Price Bid) to be considered for the same.*** PBGPL/ MECON shall not be responsible for any failure on the part of the bidder to follow the instructions given in Tender & Manual on e-portal and the Notes given below:

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

11.1.2.1 Bidders are requested to refer instructions for participating in e-Tendering enclosed herewith as Annexure-I, User Manual for Bidders and FAQs available in e-Portal www.tenderwizard.com/MECON. Bids submitted manually shall be rejected.

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

12.0 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST & SGST/UTGST or IGST).
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the

performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be 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 its 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.

Further, Bidder shall also mention the Service Accounting Codes (SAC) at the designated place in SOR.

- 12.7 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 12.8 The EMPLOYER reserves the right to interpolate the rates for such items of work/service falling between similar items of lower and higher magnitude.

13.0 TAXES AND DUTIES

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

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

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

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

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

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

- 13.4 Owner/PBGPL 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).

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

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

- 13.6 In case PBGPL 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 PBGPL has the obligation to discharge GST (CGST & SGST/UTGST or IGST) liability under reverse charge mechanism and PBGPL 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 PBGPL or ITC with respect to such payments is not available to PBGPL for any reason which is not attributable to PBGPL, then PBGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by PBGPL to Contractor / Supplier.

- 13.7 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable PBGPL to avail input credit of GST (CGST&SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to PBGPL for any reason not attributable to PBGPL, then PBGPL shall not be obligated or liable to pay or reimburse GST (CGST&SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST&SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by PBGPL in future to the Supplier/Contractor under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of PBGPL that the Supplier has not remitted the amount towards GST (CGST&SGST/UTGST or IGST) collected from PBGPL to the government exchequer, then, that Supplier shall be put under Holiday list of PBGPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on PBGPL.

- 13.8 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 PBGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then PBGPL 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 PBGPL.

13.9 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.

- 13.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by PBGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then PBGPL 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 PBGPL.
- 13.11 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.
- 13.12 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).
- 13.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, PBGPL shall place orders.

13.14 Provision w.r.t. E- Invoicing requirement as per GST laws

Supplier / Service Provider / Contractor/ Consultant (s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by PBGPL as no ITC (Input Tax Credit) is allowed on such invoices.

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to PBGPL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then PBGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / set off / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/Consultant as per format enclosed at Annexure-1 along with documents for release of payment.

Annexure-1**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)**

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

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

SUB:
LOA NO:

Dear Sir,

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

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

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

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

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

14.0 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1 Bids shall be kept valid for a period of 90 days from the Due Date of Bid Submission. A Bid valid for a shorter period may be rejected by PBGPL/ MECON as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/ email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security'(if applicable) for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

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

- 16.1 Bids must be accompanied with 'Earnest Money Deposit/ Bid Security' in the form of “**Online Banking transaction**” or '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Purba Bharati Gas Private Limited**, payable at the place as defined in BDS)] or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in **Form -4/4A of the bidding documents** [in favour of **PURBA BHARATI GAS PVT LTD**]. Please refer BDS for further details. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

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

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

- 16.2 The 'Bid Security' is required to protect PBGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 PBGPL/ MECON shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] or its equivalent in foreign currency and a declaration to this effect should be made by such commercial Bank

either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by PBGPL/ MECON as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money Deposit/ Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Guarantee / Security Deposit' pursuant to clause 36 & 37 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - c) If the Bidder modifies bids during the period of bid validity (after Due Date and Time for Bid Submission).
 - d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - e) In the case of a successful Bidder, if the Bidder fails to:
 - i) to furnish "Contract Performance Guarantee / Security Deposit", in accordance with "ITB: Clause-37"
 - ii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security in DD or BC form should be in favour of Purba Bharati Gas Private Limited and addressed to PBGPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Services for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD/ Bid Security in accordance with the provisions of PPP-2012 as stipulated in Clause 39.0 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler registered with DIC are not entitled for exemption of EMD. The Government Departments/ PSUs are also exempted from the payment of Bid Security. **Further, Startups are also exempted from the payment of EMD.**
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ Contract.
- 16.11 EMD / Bid Bond will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of EMD / Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

17.0 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at the time and address as specified in BDS. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering process. The Bidder must submit their queries / clarifications to MECON in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on websites mentioned at 2.0 (G) under IFB against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

- 18.1 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.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19.0 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. PBGPL/ MECON will accept bids based on terms & conditions of "Bidding Documents" only. PBGPL/ MECON will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. PBGPL/ MECON's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. PBGPL/ MECON reserves the right to raise technical and/or commercial query(s), if required, on the bidder(s). The response(s) to the same shall be submitted in writing within the permitted time frame and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20.0 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21.0 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 (if applicable) [**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 BDS
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22.0 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/ BDS.

22.2 PBGPL 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 PBGPL 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 websites listed at 2.0 (G) in IFB under IFB/communicated to the bidders.

23.0 LATE BIDS

23.1 Bidders must ensure submission of bids within the Due Date and Time of Bid Submission., e-Portal 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-portal, such bid bond/ physical documents shall be returned immediately.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 The bidder may withdraw or modify its bid after bid submission but before the Due Date and Time of Bid Submission as per tender document.

24.2 The modification shall also be prepared and uploaded in accordance with the provision of the clause 22 of ITB. No bid shall be modified/ withdrawn after the Due Date and Time of Bid Submission.

24.3 Withdrawal/ Modification/Substitution of a bid during the interval between the Due Date and Time for Bid Submission and the expiration of the Bid Validity Period shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

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

24.5 VOID.

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

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

[E] – BID OPENING AND EVALUATION

26.0 BID OPENING

26.1 *Unpriced Bid Opening:* PBGPL/ MECON will open bids, in the presence of bidders' designated

representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening statement/ register evidencing their attendance.

26.2 *Price Bid Opening:*

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

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

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

27.0 CONFIDENTIALITY:

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

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

28.0 CONTACTING THE EMPLOYER

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

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

29.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- b) Has been properly signed;
- c) Is accompanied by the required 'Earnest Money / Bid Security';
- d) Is substantially responsive to the requirements of the Bidding Documents; and

-
- e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to “ITB: Clause-29.2”

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions. For this purpose, Employer defines the foregoing terms below:

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

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

- a) If accepted would,
 - 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.

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

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

30.0 CORRECTION OF ERRORS

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

- i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount will be corrected accordingly.
- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be taken as correct and the amount will be corrected accordingly.
- iv) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected

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

31.0 EVALUATION AND COMPARISON OF BIDS

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

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

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

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

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

33.0 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Purchase preference linked to local content shall be allowed as per Government instructions in vogue, as applicable.

[F] – AWARD OF CONTRACT

34.0 AWARD

Subject to "ITB: Clause-29", PBGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid.

35.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

35.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by PBGPL either by Fax / E - mail / Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on PBGPL and successful Bidder (i.e. Supplier/ Seller). The Notification of Award/ FOA will constitute the formation of a Contract. The detailed Letter of Acceptance (LOA) / Purchase Order /Contract shall be issued thereafter incorporating terms &

conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. PBGPL may choose to issue Notification of Award in form of detailed LOA / Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

- 35.2 Contract period shall commence from the date of "Notification of Award" / "Fax of Acceptance" or as mentioned in the Notification of Award / Fax of Acceptance. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-36".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Guarantee / Security Deposit', pursuant to "ITB: Clause-37", PBGPL/ MECON will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16".

- 35.3 The order/ Contract value is subject to Price Reduction Schedule (PRS) clause.

36.0 SIGNING OF AGREEMENT

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

37.0 CONTRACT PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- 37.1 Within 30 days of the receipt of the notification of award/ FOA from PBGPL, the successful Bidder shall furnish the Contract Performance Guarantee/Security Deposit in accordance with clause 10 of General Conditions of the Contract. The Contract Performance Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 37.2 The Contract Performance Guarantee shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of Contract Performance Guarantee, Contract Value shall be exclusive of taxes and duties.
- 37.3 Bank Guarantee towards Contract Performance Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as

three months beyond the Warranty/ Guarantee Period specified in Tender Document.

- 37.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 37.5 The Contract Performance Guarantee has to cover the entire contract value including extra works/services also. As long as the Contract Performance Guarantee submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Guarantee. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Guarantee.
- 37.6 Further, the bidder can submit CPBG on line through issuing bank to PBGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by PBGPL.
- 37.7 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by PBGPL. The forfeiture amount will be subject to final decision of PBGPL based on other terms and conditions of order/ contract.
- 37.8 CPBG / Security Deposit will not be accepted in case the same has reference of 'remitter' / 'financer' other than bidder on the aforementioned financial instrument of CPBG / Security Deposit submitted by the Supplier / Contractor / Service Provider.
- 37.9 The successful bidder can also submit the Security Deposit/ Contract Performance Guarantee through online banking transaction i.e. IMPS/NEFT/RTGS etc.
For this purpose, the details of PBGPL' Bank Account is mentioned in BDS.
While remitting, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. _____ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

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

- 38.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-III.
- 38.2 Deleted
- 38.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS /BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES:**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or

on other grounds as mentioned in PBGPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-III), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Purba Bharati Gas Private Limited, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

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

39.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

39.1 Public Procurement Policy on procurement of goods, works and services from Micro and Small Enterprises (MSEs) is applicable only to the extent of exemption to MSEs from payment of EMD/Bid Security.

39.2 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:

Ministry of MSME vide Gazette notification no.CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filling the memorandum (Udyam Registration) w.e.f 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>)

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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.

Further, such participating MSE bidders are not entitled for purchase preference.

39.3 If against an order placed by PBGPL, 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.

39.4 Void

40.0 AHR ITEMS

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

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

41.0 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 Annexure IV. The Period of Holiday mentioned in GCC clause no. 32 (C) shall be superseded by the period mentioned in Annexure IV.

42.0 INCOME TAX & CORPORATE TAX

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

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

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

42.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/services/works/consultancy services exceeding Rs. cs per transaction.

Accordingly, service provider should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case service provider do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

42.5 PROVISION FOR HIGHER RATE OF TDS:

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

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

43.0 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

VOID

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

VOID

45.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

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

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

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

46.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

47.0 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)

Not Applicable for this tender

48.0 GUIDLINES FOR PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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

49.0 ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN FIFTY PERCENT OF THE PAID-UP SHARE CAPITAL OF THE BIDDER COMPANY OR VICE VERSA

Offers of those bidders (not under Consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in BEC and are quoting based on the experience of foreign based another company (supporting company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other agreement like technical collaboration agreement.

Credential of Supporting company/backup agency (if allowed in Bid Evaluation Criteria) from a country which shares land border with India will only be considered if they are registered with the Competent Authority as on bid due date, specified in Annexure I of Order (Public Procurement No. 1) dated 23.07.2020 of Department of Expenditure.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure your commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following agreement/ guarantees/ undertakings along with the techno-commercial bid.

- i) An agreement (as per format enclosed at format F-25) between the bidder and the supporting company.
- ii) Guarantee (as per format enclosed at format F-26) by the supporting company to PBGPL for fulfilling the obligation under the Agreement.

- iii) Undertaking by supporting company to provide a performance bank guarantee (as per format and instructions enclosed at format F-27) equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In case where foreign based supporting company does not have permanent establishment in India as per Indian Income Tax Act, the bidding company can furnish performance bank guarantee for an amount, which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa.

In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

- iv) Undertaking from the supporting company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by supporting company shall be invoked by PBGPL due to non-performance of the bidding company.

Note: In case supporting company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

The Financial BEC of the tender is to be met by bidder on their own.

50.0 PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or

- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

5. "Beneficial owner" for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

Form-I**UNDERTAKING ON LETTERHEAD**

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s _____ (*Name of Bidder*) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

We hereby certify that bidder M/s _____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING (ON LETTERHEAD)**

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER
BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR,
HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN
GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s_____ (*Name of Bidder*) is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

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

We further certify that bidder M/s_____ (*Name of Bidder*) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered.

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

51.0 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT)
(PP-LC POLICY)

Refer Annexure-VI for PP-LC policy.

===== X =====

Annexure-I : Instructions for Participation 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 (e-Portal) 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

Bidders may refer these and submit bid.

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.

Annexure-II : Bid Data Sheet (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING

ITB clause	Description															
A. GENERAL																
1.1	The Purchaser/ Owner is: PBGPL															
1.2	<p>The name of the Works to be performed is: <u>CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))</u></p> <p>The brief Scope of Work is as following:</p> <p>Supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical Works for Mother CNG Station, CNG Stations (On-Line and Daughter Booster Stations) at Retail Outlets/ Dealer’s Stations, and City Gate Stations at Cachar, Hailakandi, Karimganj and Kamrup & Kamrup Metropolitan Geographical Areas awarded to PBGPL as per following details:-</p> <table><tr><th>PARTS</th><th>CGS</th><th>Mother Station</th><th>On-Line Stations (RO+DODO)</th><th>DBS</th></tr><tr><td>PART-A: Cachar, Hailakandi and Karimganj districts GA</td><td>1</td><td>1</td><td>5</td><td>4</td></tr><tr><td>PART-B: Kamrup & Kamrup Metropolitan districts GA</td><td>2</td><td>2</td><td>2</td><td>8</td></tr></table> <p><u>Note:</u></p> <ol style="list-style-type: none">Number and types of CNG Stations may vary as per project requirement. Hence it is tentative for tender purpose.The scope of work also includes supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical works of City Gate Stations which, as per requirement may be developed along with CNG Station or alone. <p>Refer PJS & Vol.-II for details.</p>	PARTS	CGS	Mother Station	On-Line Stations (RO+DODO)	DBS	PART-A: Cachar, Hailakandi and Karimganj districts GA	1	1	5	4	PART-B: Kamrup & Kamrup Metropolitan districts GA	2	2	2	8
PARTS	CGS	Mother Station	On-Line Stations (RO+DODO)	DBS												
PART-A: Cachar, Hailakandi and Karimganj districts GA	1	1	5	4												
PART-B: Kamrup & Kamrup Metropolitan districts GA	2	2	2	8												
3.0	<p>Bid From a Consortium / Joint Venture</p> <table><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>											
APPLICABLE	<input checked="" type="checkbox"/>															
NOT APPLICABLE	<input checked="" type="checkbox"/>															
B. BIDDING DOCUMENT																
8.1	For clarification purposes only, the communication address is:															

ITB clause	Description				
	Name of Contact Person: Rakesh Sharma, SR. GM (Contracts), MECON Ltd., Delhi E-Mail Id: cont-delhi@mecon.co.in Fax: 011-22041214 Street Address:, Scope Minor, North Tower, District Centre, Laxmi Nagar Floor/Room number: 15 th Floor City: Delhi – 110092, India Websites: Refer 2.0 (G) of IFB.				
C. PREPARATION OF BIDS					
11.1.1 (w)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (Refer clause(s) XX of SCC): <u>N.A.</u>				
12.0	Additional Provision for Schedule of Rate/ Bid Price are as under: <u>N. A.</u>				
13 & 14	Whether PBGPL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr> <td>NO</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
16.1	Applicability of EMD/ Bid Security <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr> </table> <ul style="list-style-type: none"> In case 'Earnest Money Deposit/ Bid Security' is in the form of “Bank Guarantee” or 'Demand Draft (DD)' or 'Banker's Cheque' or “Letter of Credit” or “Online Banking Transaction”. In case of DD or BC, the same should be in favour of PURBA BHARATI GAS PVT LTD payable at Guwahati. For online transactions, the following PBGPL bank details to be used : State Bank of India Account No: 391 14564880 Bank Address: Guwahati Medical College Statfed Building, Bhangagarh Guwahati Kamrup, Assam , Pin - 781005 RTGS/NEFT/IFSC Code::SBIN0007700 	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
16.1	Date, Time and Venue of Pre-Bid meeting: Refer 2.0 (H) under IFB.				
D. SUBMISSION AND OPENING OF BIDS					
21.0	The Tender No. of this bidding process is: 05/51/23VM/PBGPL/001-iv				
21.2	For bid/ physical documents submission purposes only, the Owner’s contact details				

ITB clause	Description				
	<p>are as below:</p> <p>Name of Contact Person: Mr. Rakesh Sharma, SR. GM (Contracts), MECON Ltd., Delhi</p> <p>E-Mail Id: cont-delhi@mecon.co.in</p> <p>Fax: 011-22041214</p> <p>Street Address: MECON Ltd., Scope Minor, North Tower, District Centre, Laxmi Nagar</p> <p>Floor/Room number: 15th Floor</p> <p>City: Delhi – 110092, India</p>				
22.1	Due Date and Time of Bid Submission shall be, Refer 2.0 (I) of IFB for Bid Due Date & time.				
26.0	<p>The bid opening shall take place at:</p> <p>Refer 2.0 (J) of IFB for Date, time and meeting link for the opening.</p>				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
31.0	Evaluation Methodology is mentioned in Section 1.2 of ITB.				
32.0	<p>Compensation for Extended Stay:</p> <table border="1"> <tbody> <tr> <td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </tbody> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				
F. AWARD OF CONTRACT					
37.0	<p>Contract Performance Guarantee / Security Deposit</p> <table border="1"> <tbody> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </tbody> </table> <p>SD/CPBG @ 3% of Annualized Total Order/ Contract Value within 30 days of FOA/ notification of award.</p>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
39.0	<p>Whether tendered item is non-split able or non-divisible:</p> <table border="1"> <tbody> <tr> <td>YES</td><td><input type="checkbox"/></td></tr> <tr> <td>NO</td><td><input checked="" type="checkbox"/></td></tr> </tbody> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>				
NO	<input checked="" type="checkbox"/>				
40.0	<p>Provision of AHR Item :</p> <table border="1"> <tbody> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr> </tbody> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
Clause no.	Bonus for Early Completion:				

ITB clause	Description	
27.3 of GCC	APPLICABLE	<input checked="" type="checkbox"/>
	NOT APPLICABLE	<input type="checkbox"/>

ANNEXURE-III

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

A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- A.2 “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.3 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.4 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.5 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.6 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.7 “Appellate Authority” shall mean Committee of Directors of Purba Bharati Gas Private Limited.
- A.8 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “CEO”.
- A.9 “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.10 “Investigating Agency” shall mean any department or unit of PBGPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the PBGPL, 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 PBGPL 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, action shall be initiated as per procedure for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per procedure, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

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.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.

Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, PBGPL issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

(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 PBGPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) 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 PBGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be as under.

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

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

C. Effect of banning on other ongoing contracts/ tenders

C.1. If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

-
- C.2. However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3. If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.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 Corporate 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 is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority 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 shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that
- (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from PBGPL.

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

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.

D.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 PBGPL/ GAIL Gas Limited or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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

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

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

ANNEXURE-IV

PROCEDURE FOR EVALUATION OF PERFORMANCE OF 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 PBGPL 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M within 30 days after execution of Order/ Contract. 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 PBGPL.

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

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

3.1 FOR PROJECTS

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

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

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

-
- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating).

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for Two Years.

(b) Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.

2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):

(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watchlist for a period of Three (3) Years.

(b) Second such instance in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year.

- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years**

- B) Where Poor/Non-Performance leading to termination

of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)

- (a) First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

-
- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating).

Recommend such defaulting Vendor/Supplier/Contractor/Consultant for the following action:

1. Poor Performance on account of Quality (if marks Obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for Two Years.

(b) Subsequent instance (s) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years.
 2. Poor Performance on account of other than Quality (if marks Obtained against Quality parameter is less than 20):
(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
(b) Second such instance in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to Poor Performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC- Consultancy)
- (a) First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of Three Years and they shall also to be considered for Suspension.

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 PBGPL 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 PBGPL.

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 PBGPL/ GAIL Gas Limited 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 PBGPL 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, PBGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/order (s).

In case of subsequent instances of default in other tender (s) during aforesaid watch list period, the action shall be initiated as per provision of sl.no.2 of para A of Clause no. 3.1 (v) and 3.3 (v).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card.

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

Annexure-1

Purba Bharati Gas Private Limited

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

Signature of
Authorised
Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/COMPLETION PERFORMANCE 40 Marks

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

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 prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks and
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	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

PURBA BHARATI GAS PRIVATE LIMITED PERFORMANCE RATING DATA
SHEET
(FOR O&M)

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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

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 prorata 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	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations < 2	2 marks
	3. No. of deviations > 2	0 marks

Annexure-V

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND

F-22	FREQUENTLY ASKED QUESTIONS
F-23	DETAILS OF QUOTED PARTS
F-24	PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
F-25	FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED
F-26	GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR
F-26A	CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY
F-27	PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
F-28	DECLARATION FOR BID SECURITY
F-29	UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY/SD WITHIN STIPULATED TIME LINE

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

1	Bidder's Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration/Partnership Deed/Affidavit towards Proprietorship]
3	Name of Proprietor/Partners/Power of Attorney holder(s) of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Mobile Number	_____
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)

12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	INR
14	Banker's Name	
15	Branch	
16	Bank account number	
17	IFSC code	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
21	Whether Micro/Small/Medium Enterprise 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.	(Bidder to submit documents as specified in Clause 39 of ITB)
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Offer No.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
BID FORM

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

We confirm that this Bid is valid for a period as specified in ITB/ BDS from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

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

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

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

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

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

F-3
LIST OF ENCLOSURES

To,
M/s. Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Section 1.1 (A) of ITB.
6. Bid Security/EMD*(if applicable) [**Submission of Original is not applicable for online banking transaction**]
7. Integrity Pact*
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

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

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir(s),

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

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

We, _____ the _____ Bank at _____

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

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

_____ whose
 behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)

(NAME)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,
M/s. Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

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

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder 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 Purba Bharati Gas Private Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Purba Bharati Gas Private Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
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/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature

F-5
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:

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

E-6
"NO DEVIATION" CONFIRMATION

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:

E-7

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP**

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

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

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

In case it comes to the notice of PBGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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

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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “ ”, the following

Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:

F-9

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT
PERFORMANCE SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

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 Purba Bharati Gas Private Limited
having registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman
Mandir, Lachit Nagar, G.S Road, Guwahati-781007 (herein after called the “PBGPL” 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 Purba Bharati Gas Private Limited, 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 Purba Bharati Gas Private Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to PBGPL in such manner as PBGPL 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 PBGPL 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 PBGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving _____ instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that PBGPL 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 PBGPL 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 PBGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
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 SECURITY / SECURITY DEPOSIT" BY "BANK
GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as **Guwahati**.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence.
5. Bidder can submit CPBG on line through issuing bank to PBGPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by PBGPL.
6. The supplier/vendor/ contractor/ service provider will submit covering letter along with CPBG including the matter mentioned at enclosed Annexure

Annexure

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY
VENDOR ALONG WITH BANK GUARANTEE

1 BANK GUARANTEE NO	:					
2 VENDOR NAME / VENDOR CODE	:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NAME</td> <td style="width: 50%;"></td> </tr> <tr> <td>VENDOR CODE</td> <td></td> </tr> </table>	NAME		VENDOR CODE	
NAME						
VENDOR CODE						
3 BANK GUARANTEE AMOUNT	:					
4 PURCHASE ORDER/ LOA NO	:					
5 NATURE OF BANK GUARANTEE (Please Tick (✓) Whichever is Applicable)	:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">PERFORMANCE BANK GUARANTEE</td> <td style="width: 25%;">SECURITY DEPOSIT</td> <td style="width: 25%;">EMD</td> <td style="width: 25%;">ADVANCE</td> </tr> </table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE			
6 BG ISSUED BANK DETAILS	:	<div style="margin-bottom: 5px;">(A) EMAIL ID :</div> <div style="margin-bottom: 5px;">(B) ADDRESS :</div> <div style="margin-bottom: 5px;">(C) PHONE NO/ MOBILE NO. :</div>				

F-10
AGREED TERMS & CONDITIONS

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (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.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
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: PBGPL:.....% 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. 13.9 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.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
5	Confirm that Contract Performance Security will be furnished as per Bid Document.	
6	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores or its equivalent in foreign currency and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
7	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
8	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
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 BDS 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	
12	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13	Confirm that Annual Reports for the last three financial years [wherever financial criteria of BEC is applicable] are furnished alongwith the Un-priced Bid.	
14	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
15	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ PBGPL or his relative is a partner.	
16	All correspondence must be in ENGLISH language only.	
17	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19	a) Whether bidder is liable to raise E-Invoice as per GST Act	
	b) If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designat

ion:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

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

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

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

for non-submission of bid:

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

F-12

UNDERTAKING ON LETTERHEAD

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER
BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR,
HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2
YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:

F-13
BIDDER'S EXPERIENCE

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd.,
Boraj Arcade,
Opposite Hanuman Mandir, Lachit
Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security (if applicable)		Not Applicable
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership		

	Of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format uploaded.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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

F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd.,
Boraj Arcade,
Opposite Hanuman Mandir, Lachit
Nagar, G.S Road,
Guwahati-781007

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

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

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

Yours truly

for (Name & address of Bank) (Authorized

signatory)

Name of the signatory :

Designation :

Stamp

F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

Note: 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:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
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.

F-17

Not Applicable for this tender



F-18
BIDDER'S QUERIES FOR PRE
BID MEETING

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-19
E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-20

INTEGRITY PACT

Not Applicable for this tender

INDEMNITY BOND

WHEREAS Purba Bharati Gas Private Limited (hereinafter referred to as “**PBGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007, has entered into a contract with M/s*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with PBGPL that:

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

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

SIGNED BY :

For [*Contractor*] *Authorised Representative*

Place:

Dated:

Witnesses:

1.

2

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FREQUENTLY ASKED QUESTIONS
(FAQs)

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

All the terms and conditions of Tender remain unaltered.

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Details of Quoted Scope

Bidder's Name:

Description	Quoted/ Not Quoted	Amount of EMD submitted for quoted items
PART-A: Cachar, Hailakandi and Karimganj districts GA		Not Applicable
PART-B: Kamrup & Kamrup Metropolitan districts GA		Not Applicable

(Seal & signature)

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PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE

Not Applicable for this tender

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FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid-up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Purba Bharati Gas Private Limited (hereinafter referred to as PBGPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for the successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to PBGPL for the full scope of work as envisaged in the tender document as the main bidder and liaise PBGPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted by PBGPL.
- c) The Bidder/ Supporting Company holds more than 50% paid-up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till the validity of bidder's offer to PBGPL including extension if any and till satisfactory performance of the contract, the same is awarded by PBGPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and PBGPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by PBGPL, however without prejudice to any rights that PBGPL might have against the Supporting Company.
- g) It is further agreed that bidder and Supporting Company shall be jointly and severally responsible to PBGPL for the performance of works during the contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof, the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

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GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed atthis..... day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s Purba Bharati Gas Private Limited, a company duly registered under the law of India having its Registered Office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 hereinafter called “PBGPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees.

WHEREAS PBGPL has invited tender number for on, and the bidder has submitted its bid number..... in response to the above mentioned tender invited by PBGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the PBGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the PBGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand

- by the PBGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the PBGPL and duly perform the obligations of the Bidder to the satisfaction of the PBGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 3. The Guarantor shall be jointly and severally responsible to PBGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
 4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between PBGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
 5. The Guarantor agrees to execute a Corporate Guarantee in favour of PBGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by PBGPL.
 6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards PBGPL.
 7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and PBGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Guwahati, India. The language of arbitration shall be English.
 8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of PBGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor.

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to PBGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of PBGPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, PBGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of PBGPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the

Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

Official seal_____

Witness:

1. Signature_____

Full Name _____

Address_____

2. Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

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CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed alongwith the Guarantee.

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**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY**

CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" 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 _____ (herein after called CONTRACT/ ORDER) for Purba Bharati Gas Private Limited having registered office at 16C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati-781007 (herein after called the "PBGPL" which expression shall wherever the context so require include its successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head office at _____ based on whose experience/technical strength, the CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract (hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has agreed to provide complete technical and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above, entered between PBGPL and the CONTRACTOR/SUPPLIER/SERVICE PROVIDER and PBGPL having agreed that the 'SUPPORTING COMPANY' shall furnish to PBGPL a performance guarantee for Indian Rupees/US\$ towards providing complete financial and other support to the CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the contract/order as mentioned above.

The said M/s. _____ (Supporting Company) 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.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by PBGPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that

the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by PBGPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that PBGPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that PBGPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that PBGPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in PBGPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of PBGPL or any indulgence by PBGPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of PBGPL under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till PBGPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the Constitution of PBGPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

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

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DECLARATION FOR BID SECURITY
(On Letter head)

To,
M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:
Designation: Seal:

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

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

TENDER NO: 05/51/23VM/PBGPL/001-iv

SUB: CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER
BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR,
HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA
(2 YEARS ANNUAL RATE CONTRACT (ARC))

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance
Security/ SD specified in the tender document.

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

Place
Date
Designation:

[Signature of Authorized Signatory of Bidder]
Name:

Bidder Name:
Seal:

CUT-OUT SLIP

(To be pasted on the envelope containing EMD / Bid Security (if applicable) [In case of online transaction, submission of EMD in original is not applicable], Power of Attorney & Integrity Pact)

DO NOT OPEN - THIS IS A QUOTATION

Tender : CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Tender no. : 05/51/23VM/PBGPL/001-iv

Due Date & Time : Upto 1400 Hrs. (IST) on 15.12.2021

From :

To :

M/s _____

The Sr. General Manager (Contracts)
MECON LIMITED
15TH FLOOR, NORTH TOWER,
SCOPE MINAR,
LAXMI NAGAR DISTRICT CENTRE
DELHI – 110092
Ph No.: 91-11-22401100/22401103
Fax No.: 91-11-22041214
Email: cont-delhi@mecon.co.in

Annexure-VI

Policy to Provide Purchase Preference (Linked With Local Content) (PP-LC)

Policy to Provide Purchase Preference (Linked With Local Content) (PP-LC)

- 1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).
- 2.0 **DEFINITIONS**
- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2 **Domestic products** shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier of goods and/or provider of service** shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC) in Goods** shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC) in Services** shall be the use of services up to the final delivery by

utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

- 2.11 **Local Content (LC) in EPC contracts** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of Manpower, machine/ working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which—
(a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3.0 SCOPE

- 3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.
- 3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

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

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

- (a) Public Procurement Policy for MSE 2012
- (b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

- 3.3 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.
- 4.1 **MARGIN OF PURCHASE PREFERENCE:** The margin of purchase preference shall be 20%.

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

- 5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’ shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>
- 5.2 For all other Domestic Competitive tenders, ‘Class-I local supplier’ and ‘Class-II local supplier’ shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the ‘Class-I local supplier’.
- 5.3 Only ‘Class-I local supplier’ and ‘Class-II local supplier’ shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’.
- 5.4 ‘Class-II local supplier’ and ‘Non-local supplier’ will not get purchase preference in any tender.
- 5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)

- 6.1 In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:
 - 6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
 - 6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno- commercially qualified) ‘Class I Local supplier’ shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
 - 6.1.3 **Goods:**
 - (a) **If the tenders can be split (as specified in BDS)** then the order for 50% ** of the procured quantity would be awarded to the lowest techno-commercially

qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

***** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.***

(b) If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

6.1.4 Services/EPC Contracts :

(a) **In case tender for services/ EPC cannot be split (as specified in BDS)**, The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

(b) **In case tender for services/EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

6.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.

7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

7.3 LC of the EPC Contracts:

- 7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

7.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.0 CERTIFICATION AND VERIFICATION

- 8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

8.1.1 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.
- b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- (c) In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local

content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

- (d) In case a supplier is quoting on behalf of manufacturer, in addition to Form -2 and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by manufacturer and statutory auditor/ cost auditor/ practicing cost accountant/practicing chartered accountant of the manufacturer as mentioned at (c) herein above.

8.1.1 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder. certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.

8.5 PBGPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

9.0 Sanctions

9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment

of the minimum local content specified in the bidding document failing which PBGPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the PBGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per PBGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

PROCEDURE FOR AWARD OF CONTRACTS/ ORDERs

A. PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

B. Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

(I) Non divisible item

L1 bidder is non MSE, non Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

(II) Divisible item-Case 1

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

(V) In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.

FORM-1
Not Applicable for this tender

FORM-2
SELF CERTIFICATION BY BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER
TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s Purba Bharati Gas Private Limited
C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
Guwahati-781007

Sub:

Tender no:

Dear Sir

We, M/s _____ (*Name of Bidder*) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier []

Class-II Local Supplier []

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

It is further confirm that M/s _____ (*Name of Bidder*)/ *M/s (Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer) (strikethrough which is not applicable)* meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORM-3
CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED
ACCOUNTANT OF BIDDER WHO CLASS-I/CLASS-II LOCAL SUPPLIER TOWARDS
MANDATORY MINIMUM LOCAL CONTENT

To,

M/s Purba Bharati Gas Private Limited
 C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade,
 Opposite Hanuman Mandir, Lachit Nagar, G.S Road,
 Guwahati-781007

Sub:

Tender no:

Dear Sir

1. We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s. _____ (*Name of the bidder*) hereby certify that as per definition specified in PP-LC policy, M/s. _____ (*Name of the bidder*) is

Class-I Local supplier []

Class-II Local Supplier []

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

2. It is further confirm that M/s _____ (*Name of Bidder*)/ M/s (*Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer*) (*strikethrough which is not applicable*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*)."

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

- (i) This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)
- (ii) The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

FORM-4

UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC

(IN CASE SEEKING BENEFIT OF PP-LC)

To,

(Name and address of authorized supplier)

Sub:

Tender no:

Dear Sir

We, M/s _____ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier(*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content).

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

Note:

1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.
2. Authorized Signatory of Manufacturer will be director or Company secretary

FORM-5

CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS-I/ CLASS-II SUPPLIER

To,

(Name and address of authorized supplier)

Sub:

Tender no:

Dear Sir

We _____ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s._____ (*Name of Manufacturer*) hereby certify that M/s._____ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of% specified for Class-I Local supplier/ Class-II Local supplier (*strikethrough which is not applicable*) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. _____ dated _____ against tender No. _____ by M/s _____ (*Name of the bidder*).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Date:

Name:

Designation:

Seal:

Membership no.

Note:

1. The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.
2. The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.

PART-II

CONDITIONS OF CONTRACT

SECTION 2: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT -WORKS

(GCC – WORKS)



PURBA BHARATI GAS PRIVATE LIMITED

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SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)

107.0		Arbitration
108.0		Jurisdiction

SECTION-X (SAFETY CODES)

109.0	General
110.0	Safety Regulations
111.0	First Aid and Industrial Injuries
112.0	General Rules
113.0	Contractor's barricades
114.0	Scaffolding
115.0	Excavation and Trenching
116.0	Demolition/General Safety
117.0	Care in Handling Inflammable Gas
118.0	Temporary Combustible Structures
119.0	Precautions Against Fire
120.0	Explosives
121.0	Mines Act
122.0	Preservation of Places
123.0	Outbreak of Infectious diseases
124.0	Use of intoxicants

ANNEXURES TO GCC

1. Proforma of Agreement
2. Proforma for Indemnity Bond for Advance against material

General Conditions of Contract

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/PBGPL means PURBA BHARATI GAS PRIVATE LIMITED, a public limited company, incorporated under the Company's act 1956 and having its Registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati and includes its successors and assigns.
 - 1.1.2
 - 1.1.3 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.
 - 1.1.4 The "ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the PBGPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
 - 1.1.5 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.
 - 1.1.6 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.
 - 1.1.7 "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.
 - 1.1.8 "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.
 - 1.1.9 CONSULTANT: means MECON LTD who are the consulting engineer to the Employer for this project and having registered office at Doranda, Ranchi.
 - 1.1.10 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.
 - 1.1.11 The "CONTRACT" shall mean the Agreement between the

EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.

- 1.1.12 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 PBGPL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.13 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER- IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.14 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.15 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.16 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.17 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN-CHARGE/EMPLOYER after the period of liability is over.
- 1.1.18 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.19 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.20 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.21 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

- 1.1.22 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.
- 1.1.23 "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 at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER. The cost of power supply shall be payable to the EMPLOYER every month for Construction 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 alongwith 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 he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his 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 PURBA BHARATI GAS PRIVATE LIMITED due for opening on _____]. The *Full Name, Address and Telegraphic Address, Fax No. of the Tenderers* shall be written on the bottom left hand corner of the sealed cover.

4. Documents:

4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an 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 tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical 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, alongwith 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 alongwith 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 PURBA BHARATI GAS PRIVATE LIMITED, and that M/s PURBA BHARATI 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 PURBA BHARATI 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 PURBA BHARATI 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:

6. Earnest Money:

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

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| 7 Validity: | 7.1 | 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 | 8.1 | Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms. |
| | 8.2 | Each addenda/ corrigendum issued will be issued in duplicate to each person or 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: | 9.1 | The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.

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

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection. |
| 10 Time Schedule | 10.1 | The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/CONTRACT Document. The period of |

construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.

- 10.2 A joint programme of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This programme will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.
 - 10.3 Monthly/Weekly construction programme will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction programme as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets /programmes by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.
- 11 Tenderer's Responsibility**
- 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 Retired Government or Company Officers**
- 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 Signing of the Contract:**
- 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 Field Management & Controlling/Coordinating Authority:**
- 14.1 The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorise his representatives to assist in performing his duties and functions.
 - 14.2 The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

- 15 Note to Schedule of Rates:**
- 15.1 The Schedule of Rates should be read in conjunction with all the other sections of the tender.
- 15.2 The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.
- 15.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.
- 15.4 The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.
- 15.5 The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.
- 16 Policy for Tenders Under Consideration:**
- 16.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance /rejection of Tender is made by PBGPL to the Bidder.
- 16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. PBGPL 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 PBGPL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.
- 17.2 PBGPL will be the sole judge in the matter of award of CONTRACT and the decision of PBGPL 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 PBGPL in triplicate. PBGPL 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 PBGPL or its employee(s) or its representatives shall not in any way be binding on PBGPL.

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 PBGPL 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 of 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 (*)

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

28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the

performance security:

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

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

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

a) TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

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

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

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and 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 Contractor remains liable to pay compensation if action not taken under clause 29:

30.1 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 ensure as provided in the said clause.

32 Termination of contract

32(A)

TERMINATION OF CONTRACT FOR DEATH:

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased 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 deceased 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 PURBA BHARATI GAS PRIVATE LIMITED against any type of tender nor their offer will be considered by PBGPL against any ongoing tender (s) where contract between PBGPL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by PURBA BHARATI 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 PBGPLs 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 in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

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

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

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-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 sub-contractors in regard to work to be performed under the CONTRACT.

iv) EMPLOYER MAY TERMINATE SUB-CONTRACTS:

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

v) NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:

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

38 Power of entry:

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,

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

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

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

40 Other agencies at site:

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

41 Notice:

41.1 TO THE CONTRACTOR:

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

41.2 TO THE EMPLOYER:

Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/S. PURBA BHARATI 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. tollage, rent, octroi terminal or sales tax and/or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.
- 43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the

permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN-CHARGE.

- 43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant 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 Liens:

- 44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.
- 44.2 The EMPLOYER shall have lien on all materials, 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:**
- 45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorised agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.
- 45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.
- In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
- 46 Payment if the contract is terminated:**
- 46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.
- 46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.
- a) Any and all completed works.
- b) Such partially completed WORK including drawings, 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.

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| 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

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| 55 Execution of work: | 55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT. |
| 56 Co-ordination and inspection of work: | 56.1 The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorised representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorised representative by way of acknowledgement within 12 hours. |
| 57 Work in monsoon and dewatering: | 57.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon. |
| | 57.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost. |
| 58 Work on sundays and holidays: | 58.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account. |
| 59 General conditions for | 59.1 The working time at the site of work is 48 hours per week. |

construction and erection work:	Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorised representative and obtain his prior written permission.
	59.2 The CONTRACTOR must arrange for the placement of workers in such a way that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.
	59.3 The CONTRACTOR shall submit to the EMPLOYER/ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.
60 Alterations in specifications, design and extra works:	60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
	In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.
	60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN-CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN-CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-

I. For Item Rate Contract

- a) If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
- b) If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN-CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the CONTRACTOR.
- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/deletions or substitutions does not exceed by or is not less than plus/minus (\pm)25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all

such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	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.

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/data 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 purposed to the EMPLOYER.

63 Setting out works:

63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

- 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.
- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
- 64 Responsibility for level and alignment:**
- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
- 65 Materials to be supplied by contractor:**
- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.
- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage,

etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.

- 65.3 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
- 67 Conditions for issue of materials:**
- 67.1
- i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
 - ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
 - iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.

- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.
- viii) None of the materials supplied to the CONTRACTOR will be utilised by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.

- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.
- xiii) Materials/Equipment(s) supplied by EMPLOYER shall not be 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 instructions, doubts, or misunderstanding shall in any event be admissible.

72 Action where no specification is issued:

72.1 In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.

73 Inspection of works:

73.1 The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied, and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN- CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be despatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN-CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

74 Tests for quality of work:

74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

- 74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.
- 74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.
- 75 Samples for approval:**
- 75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.
- 76 Action and compensation in case of bad work:**
- 76.1 If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorised representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of **1 % (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent)** of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.
- 77 Suspension of works:**
- 77.1 i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion,

corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the 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 there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

81.2 DEFECTS AFTER TAKING OVER:

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

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

82 Guarantee/transfer of guarantee:

82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

83 Training of employer's personnel:

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

84 Replacement of defective parts and materials:

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

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

85 Indemnity

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

86 Construction aids, 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 the responsibility of the CONTRACTOR.

SECTION-VI Certificates and Payments

87 Schedule of rates and payments:

87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.

ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv)

SCHEDULE OF RATES TO COVER ROYALTIES,
RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v)

SCHEDULE OF RATES TO COVER TAXES AND
DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi)

SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii)

SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished

or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill.

Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

88 Procedure for measurement and billing of work in progress:

88.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

88.1.1 All measurements shall be recorded in sextuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.

88.1.2 EMPLOYER/CONSULTANT shall scrutinise and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.

88.1.4 PBGPL 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.

88.2 SECURED ADVANCE ON MATERIAL:

Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered

by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING 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.

- 92 Payment of contractor's bill:**
- 92.1 No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.
- 92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by 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.
- 93 Receipt for payment:**
- 93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the 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.
- 94 Completion certificate:**
- 94.1 APPLICATION FOR COMPLETION CERTIFICATE:
- When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.
- The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one

month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

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

94.2 COMPLETION CERTIFICATE:

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

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

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

95 Final decision and final certificate:

- 95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have

been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

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| 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

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| 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. |
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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 PBGPL. 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 PBGPL.
- 101 Insurance:** 101.1 GENERAL
- CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:
- CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.
- Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.
- Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining

requisite licences, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

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

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT:

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

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

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

V) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

VI) COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

- b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.
- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalised insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and 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.

102 Damage to Property or to any Person or any Third Party

- 102.1 i) CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or 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.

SECTION-VIII Labour Laws

103 Labour laws:

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the

power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- 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.

- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

104 Implementation of apprentices act, 1961:

- 104.1 The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

105 Contractor to indemnify the employer:

- 105.1 i) The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any

demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) PAYMENT OF CLAIMS AND DAMAGES:

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

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

106 Health and sanitary arrangements for workers:

106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.

106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

SECTION-IX Applicable Laws and Settlement of Disputes

107 Arbitration:

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [PURBA BHARATI 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 (PBGPL) 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 Guwahati, 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 Guwahati.

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 Guwahati for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Guwahati 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 any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

- 115 Excavation and trenching:** 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to 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 readymade 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.

ATTACHMENT – I TO GCC-WORKS

CONTRACT AGREEMENT

PROFORMA FOR CONTRACT AGREEMENT

LOA No. PBGPL/

dated -----

Contract Agreement for the work of ----- of PURBA BHARATI 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 PURBA BHARATI 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 off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTORS.

PURBA BHARATI GAS PRIVATE LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

ATTACHMENT – II TO GCC-WORKS

INDEMNITY BOND

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

WHEREAS PURBA BHARATI GAS PRIVATE LIMITED(hereinafter referred to as PBGPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at C/o MS Boraj Infrastructure Pvt. Ltd., Boraj Arcade, Opposite Hanuman Mandir, Lachit Nagar, G.S Road, Guwahati has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

- i) PBGPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw)for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by PBGPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by PBGPL to the CONTRACTOR, PBGPL has required the CONTRACTOR to furnish to PBGPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified PBGPL 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 PBGPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to PBGPL forthwith on demand in writing without protest or demur the value as specified by PBGPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with PBGPL'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. _____ (Rupees

_____).

AND THE CONTRACTOR hereby agrees with PBGPL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of PBGPL arising hereunder upto and until the midnight

of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to PBGPL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of PBGPL 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 PBGPL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by PBGPL 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 PBGPL 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 PBGPL 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

SECTION 3: SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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- 60.0 MAKE OF MATERIALS
- 61.0 ADDITIONAL WORKS/ EXTRA WORKS
- 62.0 COMPENSATION FOR DELAY/PRICE REDUCTION SCHEDULE FOR ANY DELAY
- 63.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM
- 64.0 RESPONSIBILITY OF CONTRACTOR
- 65.0 CHECKING OF LEVELS
- 66.0 STORAGE FACILITIES
- 67.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)
- 68.0 INSURANCE FOR FREE ISSUE MATERIAL
- 69.0 INSURANCES IN INDIA
- 70.0 INSURANCE IN FOREIGN COUNTRIES
- 71.0 BANK GUARANTEES
- 72.0 SUBMISSION OF COLOURED PHOTOGRAPHS
- 73.0 DISPOSAL OF EMPTY OFC CABLE DRUM
- 74.0 VIDEO RECORDING & PHOTOGRAPHS
- 75.0 SINGLE POINT RESPONSIBILITY
- 76.0 SPARES
- 77.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT
- 78.0 BONUS FOR EARLY COMPLETION
- 79.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS
- 80.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER
- 81.0 STATUTORY COMPLIANCE UNDER LABOUR AND INDUSTRIAL LAWS
- 82.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR
- 83.0 SUB-LETTING OF WORKS
- 84.0 WAY BILL / ROAD PERMIT
- 85.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS
- 86.0 OPPORTUNITY OF EMPLOYMENT TO THE PEOPLE, BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY:
- 87.0 COMPLETION CERTIFICATE
- 88.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)
- 89.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA
- 90.0 ANNUAL RATE CONTRACT CONDITIONS

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General Conations of Contract, specification of work, Drawings and any other documents forming part of this contract wherever so required.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, even part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision 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 this cost and the value of contract shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.5 The material, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATION 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.
 - v) Job / Particular Specifications.
 - vi) Drawings
 - vii) Technical / Material Specifications.
 - viii) Special Conditions of Contract.
 - ix) Instruction to Bidders
 - x) General Conditions of Contract.
 - xi) Indian Standards
 - xii) Other applicable Standards
- 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 specification covering any material, design of work(s) the same shall be performed/ supplied/ executed in accordance standards engineering practice as per the instructions/ directions of the Engineer-in-charge which will be binding on the CONTRACTOR.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

The scope of work covered in this Contract will be as described in Annexure-1, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. The scope of supply covered in this Contract will be as described in Annexure-2, Particular Job Specifications, Standard Specifications, and Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter-alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect.

3.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

3.1 The Clause No. 2.3 to 2.5 given in General Conditions of Contract is modified to following extent:

3.2 The Contractor shall be responsible at his own cost for arranging and providing all the required Water, Power, land required for temporary site office, fabrication yard and other utilities, in the quantities and at the times required for performance of work under the contract. The contract price shall be deemed to include all costs towards the same.

The Employer/Consultant shall not supply water, power and other utilities.

3.3 Contractor shall, if required by him, for the entire duration of the execution of the work make available near the site, land for construction of Contractor's office, Warehouse, Workshops and for any purpose in connection with providing infrastructure required for the execution of the Contract. The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement as required. On completion of the work undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor shall fail to comply with these requirements, the Engineer-in-Charge may at the expense of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claims in respect of any such surplus material disposed of as aforesaid.

3.4 Cutting of trees shall not be permitted except in the case that tree is falling on the line of ROU/ROW. In such circumstances, details of such tree being cut shall be prepared and forest/ municipal authorities be informed and necessary approval be obtained by contractor. However, after backfilling of trench & restoration, contractor should plant equal number of saplings in that area. Cutting of trees for any purposes (fuel etc.) by workers is strictly prohibited.

4.0 TIME OF COMPLETION

4.1 The work shall be executed strictly as per Time schedule given in Annexure-3 in the bidding document. The period of completion given includes the time required for mobilization [15 (fifteen) days] as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

4.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and Contractor. This programme will take into account the time of completion mentioned above.

- 4.3 Monthly/ weekly erection programme will be drawn up by Engineer-in-Charge jointly with the contractor based on availability of work fronts and the joint erection programme as above clause. The Contractor shall scrupulously adhere to these Targets/ Programme by deploying adequate personnel, erection tools & tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets set out in the weekly and monthly programme. In all matters concerning the extent of targets set out in the weekly and achievements, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 4.4 If the Contractor fails to achieve the targeted progress schedule of each month as mentioned in the bidding document, the Employer/Consultant at its option may terminate the contract as contractor's default and get the work completed from other sources at contractor's risk & cost.
- 4.5 Contractor shall give every day report on category wise labour and equipment deployed along with the progress of work done on previous day in the proforma prescribed by the Engineer-in-Charge.
- 4.6 The contractor shall submit fortnightly report covering all major activities indicating schedule / actual progress, slippages & its reasons and catch up plan.

5.0 DRAWINGS AND DOCUMENTS

- 5.1 The drawings accompanying the bid document (if any) are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Employer/Consultant. However no extra claim whatsoever, shall be entertained for variation in the "Approved for erection" and "Bid document drawings" regarding any changes/units. Erection and installations shall be as per drawings/specifications issued /approved by the Engineer-in-Charge during the course of execution of work. Detailed erection drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.
- 5.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after award of the work as per the requirements enlisted in the bidding document shall be for Employer/Consultant's review, information and record. The Contractor shall ensure that drawings and documents submitted to Employer/Consultant are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. MECON shall review the drawings/ documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.
- 5.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Employer/Consultant after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Employer/Consultant without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.
- 5.4 The review of documents and drawings by Employer/Consultant shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Employer/Consultant, Contractor shall incorporate the comments as required and ensure their

compliance.

- 5.5 Copies of all detailed working drawing relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/Employer/Consultant at any time during execution of the contract. However no extra claim what so ever shall be entertained for any variation in the "approved/issued for erection drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.
- 5.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/extension.

6.0 COMPLIANCE WITH LAWS

- 6.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
- i) Contract Labor (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
 - ii) Payment of Wages Act.
 - iii) Minimum Wages Act.
 - iv) Employer's Liability Act.
 - v) Factory Act.
 - vi) Apprentices Act.
 - vii) Workman's Compensation Act.
 - viii) ESI Act, Industrial Dispute Act.
 - ix) Environment Protection Act.
 - x) Wild life Act.
 - xi) Maritime Act.
 - xii) Payment of Bonus Act
 - xiii) Any other Statute, Act, Law as may be applicable.
 - xiv) PNGRB Act.

7.0 GOVERNMENT OF INDIA NOT LIABLE

- 7.1 It is expressly understood and agreed by and between the Contractor and the Employer/Consultant that the Employer/Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer/Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer/Consultant is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

8.0 DELETED

9.0 LIMITATION OF LIABILITY

Add the following at the end of clause no. 80.3 of GCC.

- 9.1 The final payment by the Employer/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.

10.0 DELETED

11.1 CONTRACT PERFORMANCE GUARANTEE

- 11.2 Please refer clause no. 37 of ITB (Vol. I), clause no. 24.0 of GCC (General Condition of Contract) & Bid Data Sheet (BDS).

- 11.3 In addition to above, following will also apply:-

- a) In the event completion of works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, the Contractor shall have the validity of the guarantee suitably extended to cover the period mentioned above.
- b) The Employer/Consultant shall have an unqualified option under this guarantee to invoke the Banker's Guarantee and claim the amount there under in the event of Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the Employer/Consultant. In case Contractor fails to furnish the requisite Bank Guarantee as stipulated above, then the Employer/Consultant shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.
- c) Upon completion of the Works as per Completion Schedule stipulated in Contract, the above said guarantee shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and performance as per the specifications and any other conditions against this Contract. The warranty/guarantee shall remain in force for 12 months from the date of issuance of certificate of Completion and Acceptance against this Contract as per GCC. Contractor shall also arrange for the Performance Guarantee to remain valid until expiration of the guarantee period for entire works covered under the contract.
- d) In the event of Completion of Project being delayed beyond the Scheduled Completion Date, the Employer/Consultant may without prejudice to any other right or remedy available to the Employer/Consultant, operate the Bank Guarantee to recover the Compensation for delay leviable as per Clause 27 of GCC. The Bank Guarantee amount shall thereupon be increased to the original amount, or the Contractor may alternatively submit a fresh Bank Guarantee for the equivalent amount of compensation for delay recovered.

12.0 TAXES, DUTIES AND LEVIES IN INDIA

- 12.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST (Goods and Service Tax),

custom duty including applicable cess and GST etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labor Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST (Goods and Service Tax), custom duty including applicable cess and GST and any other tax as applicable. **Bidder shall take care of all applicable taxes & duties while submitting their prices**

- 12.2 Employer/Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.
- 12.3 Any errors of interpretation of applicability of taxes / duties by bidders shall be to contractor's account.
- 12.4 If any tax is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.
- 12.5 As per Clause 171 of GST Act, it is mandatory to pass on the benefits due to reduction in rate of tax or from input tax credit to the consumer (owner) by way of commensurate reduction in prices. The supplier of goods/services may note the above and quote their prices accordingly.

13.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES, IF APPLICABLE

- 13.1 The Contractor agrees to and does hereby accept full and exclusive liability at its own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor and their employees etc. for performance of work under this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall not be varied in any way on this account.

14.0 SUBSEQUENT LEGISLATION

- 14.1 All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force shall be to Contractor's account. However, any new taxes /duties imposed after the date of submission of last price bid & up to

Contractual Completion date shall be to the owner's account but such Taxes /duties imposed beyond Contractual Completion date shall be to the Contractor's account. However if such new taxes etc. is in substitute of existing taxes, same will be considered on merit of each case.

15.0 Deleted

16.0 Deleted

17.0 CUSTOM DUTY

17.1 The Contract Price shall be inclusive of Custom Duties including Cess and GST against all materials and consumables envisaged to be imported for incorporation in the permanent works. It shall be clearly understood by the Contractor that custom duty shall neither be paid nor reimbursed by owner/Consultant. Contractor shall be fully responsible for port clearance including stevedoring, handling, unloading, loading, storage, inland transportation and receipt of materials at site etc. and cost thereof shall be included in the contract price. The contractor shall also be fully responsible for any delays, penalties, demurrages, shortages and other charges and losses, if any, in this regard.

17.2 The CIF value of materials envisaged to be imported for the purpose of permanent incorporation in the works shall be indicated separately in the Price Schedule. The custom duty and other import duties payable on the CIF value of materials imported for the purpose of permanent incorporation in the work shall be paid directly by the contractor and are included in the contract price. However, the Owner/Consultant shall pay statutory variation in custom duty (except GST component), if any, after the date of submission of last price bid & up to Contractual completion period but beyond the contractual completion period the statutory variation shall be to contractor's account.

18.0 CUSTOM DUTY ON ERECTION EQUIPMENTS

18.1 Contractor is liable to pay custom duty on the equipments brought into India for executing the project. The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the custom duty chargeable on the equipments, including any deposit payable for such purposes. No adjustment in contracted rates shall be permissible for any change in duty drawback applicable in respect of equipment & machinery brought in India for the use of the project and for re-export of equipment and machinery, on completion of the project.

18.2 If the Custom Authorities require the Contractor to furnish a bond to secure payment of any custom duty in respect of any import and that such Bond shall be furnished by the Employer/Consultant, the Employer/Consultant may at the request of the Contractor furnish the said Bond against the Contractor furnishing a Bank Guarantee to the Employer/Consultant, of the like amount in the form and from a Bank in India approved by the Employer/Consultant.

18.3 If for any reason the Employer/Consultant is required by the Customs Authorities during pendency of Contract to pay any customs duty due to the importation or retention by the Contractor of any imports, the Contractor shall forthwith on demand by the Employer/Consultant pay the same to the Employer/Consultant, with the right in the Employer/Consultant (without prejudice to any other mode of recovery or right of the Employer/Consultant) to deduct the same from the on account and other payments due and/or becoming due or payable to the Contractor from time to time. The payments under such a case shall be subject to

submission of Bank Guarantee from a Bank approved by Employer/Consultant, by the Contractor in favor of the Employer/Consultant for an amount equivalent to amount of custom duty.

- 18.4 The obligations undertaken and/or any bond or facility provided by the Employer/Consultant to the Contractor shall be based on the clear understanding that the said equipment shall be utilized by the Contractor only for the performance of the work covered under this contract and that the Employer/Consultant shall be discharged forthwith from all said obligations and shall be entitled forthwith to discontinue and recall any bond or other facility to the Contractor if the Contractor shall utilize or permit to be utilized the said equipment(s) or any of them for the performance of any work other than the work covered by the Contract in which event any amount due from Contractor in this connection shall also carry interest @ 22% (Twenty two percent) per annum from the date of relative payment by Employer/Consultant up to the date of recovery in full.

19.0 ISSUE OF ESSENTIALITY CERTIFICATE-VOID

20.0 IMPORT LICENCE

- 20.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as erection equipment as per the guidelines laid down by the Government of India. Employer/Consultant shall not provide import license.

21.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

- 21.1 Contractor agrees for withholding from wages and salaries of its agents, servants or employees all sums, required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly and directly when due to the proper authority. Contractor further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor will furnish the evidence of payment of applicable taxes, in the country(ies) of the Contractor's and his sub-contractor(s) and expatriate employees.

22.0 INTELLECTUAL PROPERTY

- 22.1 Neither Employer/Consultant nor Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, Contractor shall immediately return to Employer/Consultant all drawings, plans, specifications and other documents supplied to the Contractor by or on behalf of Employer/Consultant or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

23.0 FIRM PRICE

23.1 The quoted prices shall be firm and shall not be subjected to price escalation till the work awarded during the validity of ARC period is completed in all respects.

24.0 WORKS CONTRACT

24.1 The work covered under this contract shall be treated as "Works Contract".

25.0 PROVIDENT FUND ACT

25.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months **along with EPF Electronic Challan Cum Return (ECR) and on-line upload list of EPF Member.**

26.0 DELETED

27.0 CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS

27.1 A change order will be initiated in case:

- i) The Employer/Consultant directs the Contractor to include any addition to the scope of work not covered under this contract or delete any Section of the scope of the work under the contract.
- ii) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the project and if agreed by the Employer/Consultant and for which cost and time benefits shall be passed on to the Employer/Consultant.

27.2 Any changes required by the Employer/Consultant before giving their approval to detailed procedure or any other document relating to material procurement, layout plans etc for complying with the requirements of bidding document shall not be construed to be a change in the scope of work under the contract.

27.3 Any change order as above comprising an alteration which involves a change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall have impact on the contract value that shall be dealt towards end of contract. All change orders shall be approved by the EIC.

27.4 If the contract provides applicable rates for the valuation of the variation in question the contract price shall be increased or decreased in accordance with those rates. If the parties agree that the contract does not contain applicable rates then the parties shall negotiate a revision of the contract price which shall represent the change in cost of the works caused by the variations. Any change order must be duly approved by the Employer/Consultant in writing.

27.5 If there is a difference of opinion between Contractor and Employer/Consultant whether a particular work constitutes a change order or not, the matter shall be handled in accordance with the procedures set forth in Para 27.7.8 and 27.7.9 here below.

27.6 Within 10(Ten) working days of receiving the comments from the Employer /

Consultant on the documents submitted by the Contractor for approval, the Contractor's response in writing stating which item(s) is/are potential change (s), if applicable, will be submitted to the Employer/Consultant.

27.7 Procedure

- 27.7.1 During execution of work if the Contractor observes that any new requirements which is not specific or intended in the bidding document has been indicated by Employer/Consultant, they shall discuss the matter with Employer/Consultant's representatives.
- 27.7.2 In case such requirement arises from the side of the Contractor they would also discuss the matter with Employer/Consultant's Representative.
- 27.7.3 In either of the two cases above, the representatives of both the parties shall discuss the project requirement and mutually decide whether the project requirement constitutes a change order.
- 27.7.4 If it is mutually agreed that the project requirement/Inquiry constitutes a "Change Order" then a joint memorandum will be prepared to confirm a "Change Order" and basic ideas of necessary agreed modifications.
- 27.7.5 Contractor will study the work required in accordance with the Joint memorandum and assess subsequent schedule and cost effect if any.
- 27.7.6 The results of this study would be discussed mutually to enable Employer/Consultant to give a final decision whether Contractor should proceed with the Change Order or not, in the best interest of the Project.
- 27.7.7 If Employer/Consultant's representative accepts the change order in writing then Contractor shall proceed with the work stipulated in the Change order. Time worked by all workmen employed and a statement showing the description and quantity of all materials and plant utilized for extra work shall be submitted to Employer/Consultant. The Employer/Consultant's representative shall sign and return to the Contractor the statement, as agreed. At the end of each month the Contractor shall deliver to the Employer/Consultant's representative a priced statement of the labor, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Employer/Consultant, the voucher shall nevertheless be signed by the Employer/Consultant as a record of time worked and materials used. List and vouchers so signed will be the subject of negotiations between the Employer/Consultant and the Contractor regarding their costs allocation.
- 27.7.8 In case, mutual agreement as above that is whether Project Requirement constitutes a Change order or not, is not reached, then Contractor, in the interest of the project, shall take up the implementation of the work, if advised in writing to do so by Employer/Consultant's representative pending settlement between the two parties to the effect whether the Project Requirement constitutes a change order or not as per the terms and conditions of Contract Documents.
- 27.7.9 The time and cost effect in such a case shall be mutually verified for the purpose of record. Should it be established that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept and in accordance with the contract.
- 27.7.10 Should the amount of Extra Work/ Change Order, if any, which the Contractor may be required to perform by the Employer/Consultant, fairly entitles the

Contractor to extensions of time beyond the scheduled completion date for completion of either the whole of the works or for such Extra Work only, the Employer/Consultant and the Contractor shall mutually discuss and decide the extension of time, if any to be granted to the Contractor.

28.0 VOID

29.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION

29.1 Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure- 9** to SCC shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.

29.2 Equipment Hiring / Recovery Rates attached as **Annexure-10** to SCC shall be used for analyzing rates for extra items and recovery for non-deployment of equipment.

30.0 MECHANISED CONSTRUCTION

30.1 Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

30.2 Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanized construction techniques and that the OWNER/EIC/Consultant in this regard shall entertain no claim whatsoever.

31.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

31.1 Contractor shall be responsible for organizing the lifting of the equipment in the proper sequence, that orderly progress of the work is ensured and access routes for erecting the other equipments are kept open.

31.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried out at no extra cost by the contractor after obtaining prior approval of the Engineer-in-Charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc., wherever required for reference. During the structural member need to be dismantled, to facilitate the equipment erection, same shall be done by the contractor after ensuring proper stability of main structure with prior permission of Engineer-in-Charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-Charge.

31.3 During the performance of the work the Contractor at his own cost, shall keep structures, materials and equipment adequately braced by guys, struts or otherwise approved means which shall be supplied and installed by the Contractor as required till the installation work is satisfactorily completed. Such guys, shoring, bracing, strutting, planking supports etc. shall not interfere with the work of other agencies and shall not damage or cause distortion to other works executed by him or other agencies.

31.4 Manufacturer's recommendations and detailed specifications for the installation of the various equipment and machines will be passed on to the contractor to the extent

available during the performance of work. The requirements stipulated in these clauses shall be fulfilled by the Contractor.

31.5 Various tolerances required as marked on the drawings and as per specifications and instructions of the Engineer-in-Charge, shall be maintained. Verticality shall be maintained. Verticality shall be verified with the Theodolite.

31.6 **Execution of Specialized work (beyond the expertise of contractor) shall be executed by specialized agency with due approval of PMS/Owner. In this regard decision of PMC/Owner shall be final and binding to the contractor.**

31.7 ERECTION OF EQUIPMENTS

31.7.1 All the erection shall be carried out by Cranes of suitable capacity. Erection by derrick shall not be permissible. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Employer/Consultant.

31.7.2 Bidder shall submit the indicative erection scheme for compressor/equipment and shall undertake the erection only after obtaining approval of erection scheme by Engineer-in-charge.

31.7.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

32.0 DELETED

33.0 MEASUREMENT OF WORKS

33.1 In addition to the provisions of relevant clause of GCC and associated provisions thereof, the provisions of **Annexure-4** shall also apply.

34.0 TERMS OF PAYMENT

34.1 Basis and terms of payment for making "On Account Payment" shall be as set out in **Annexure-5**.

35.0 DELETED

36.1 ISSUE OF OWNER SUPPLIED MATERIAL

36.2 The conditions for issue of material and reconciliation refer enclosed **Annexure-8**.

36.2 The reconciliation of material shall be applicable only for the material issued by Employer/Consultant as free issue to the contractor.

37.1 LOCATION OF STORES

37.2 The Stores shall be situated at **Guwahati for Kamrup GA and Silchar for Cachar GA**.

37.3 Void

37.4 Items issued as Free Issue Material (FIM) shall be collected by the Contractor from Employer/Consultant's designated storage yard as directed by Engineer-in-Charge. Contractor shall arrange for handling of FIM including crane etc for loading/unloading, transportation of FIM to required site location free of cost.

38.0 STATUTORY APPROVALS

38.1 Employer shall obtain general in-principle permissions from most of the authorities having jurisdiction over the area as necessary for erection of the pipeline. However, for some

of the permissions, if not available, Contractor shall do the follow up with the concerned authorities to get the permissions to execute the job in time. However, all the statutory payment required for such permissions shall be reimbursed by Employer at actual.

- 38.2 The Contractor shall arrange the inspection of the works by the authorities 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 Employer/Consultant to the contractor on production of documentary evidence.
- 38.3 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

39.0 TESTS AND INSPECTION

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 39.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the rectifications at his own cost.
- 39.6 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.
- 39.7 For materials supplied by Employer/Consultant, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the Employer/Consultant shall reimburse the cost of such tests at actual to the Contractor on production of documentary evidence.
- 39.8 Statutory fees paid to IBR authorities and for repeat tests and inspection due to failures, repairs etc. such reasons attributable to the Contractor shall be borne by the Contractor.
- 39.9 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

40.0 INSPECTION OF SUPPLY ITEMS

- 40.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and

testing shall be identified after receipt of Quality Assurance Programme from the Contractor/ Manufacturer.

- 40.2 Inspection calls shall be given for associations of Employer/Consultant's representative as per mutually agreed programme in prescribed Performa with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, General Arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved from Employer/Consultant and copies shall be made available to Employer/Consultant before hand for undertaking inspection.
- 40.3 The contractor shall ensure full and free access to the inspection Engineer of Employer/Consultant at the Contractor's or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 40.4 The contractor/ sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Employer/Consultant free of cost for carrying out inspection.
- 40.5 Where facilities for testing do not exist in the Contractor's/ sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub- Contractor in presence of Inspection Engineer of a Employer/Consultant and duly sealed by the later and sent for testing in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

41.0 FINAL INSPECTION

- 41.1 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 Employer/Consultant brings them to his notice. The Employer/Consultant 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

42.0 COMPENSATION FOR EXTENDED STAY

Refer ITB & BDS.

43.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 43.1 Without prejudice to stipulation in General Conditions of Contract, Contractor should follow following billing system.
- 43.2 The bills will be prepared by the contractors on their own PCs as per the standard formats and codification scheme proposed by Owner./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 owner/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.
- 43.3 Owner/Consultant will utilize these data for processing and verification of the Contractor's bill and payment."

44.0 TEMPORARY WORKS

- 44.1 All Temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of his work.

45.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE

- 45.1 To distinguish between work in foundations and superstructures, the following criteria shall apply:
- 45.1.1 For all Equipment pedestals, pipe racks, other foundation and R.C.C. Structures, work done up to 300 mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructures and payments would be made accordingly.
- 45.1.2 For Buildings only, all works up to level corresponding to finished floor level shall be treated as 'Work in foundation' and all works above the finished floor level shall be treated as "Work in superstructure".
- 45.1.3 Irrespective of what has been stated above, all pavements, R.C.C. Retaining wall, all pipe sleepers and any similar item would be taken as work done in foundations irrespective of locations, nomenclature and levels given anywhere.
- 45.1.4 Where not specifically pointed out all works in Cellars/ sumps, Tank Pads, Cable trenches, or such similar item would be taken as work in foundation.

46.0 QUALITY ASSURANCE/ QUALITY CONTROL

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

- 46.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

- 46.3 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 Engineering, Procurement, Supply, Installation, Testing and Commissioning.

The quality assurance system should indicate organizational approach for quality control and quality assurance of the erection activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

- 46.4 The Employer/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.

- 46.5 The contractor has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

46.6 In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

46.7 The Contractor shall adhere to the quality assurance system as per MECON Specification enclosed in the Bidding Document as **Annexure-6**.

47.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

47.1 The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per spec. enclosed in the bidding document as **Annexure-7**.

48.0 SITE CLEANING

48.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

48.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the Contractor's cost and risks to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.

48.3 The Contractor shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

48.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any area as decided by the Engineer-in-Charge.

48.5 The Contractor shall sort out, clear and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.

48.6 No extra payment shall be paid on this account.

49.0 COMPLETION DOCUMENTS

49.1 Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings to the "AS BUILT" stage (including all vendor/sub-vendor drawings for bought out items), all Free Issue Material (FIM) documents and provide the Owner / Consultant, the following:

- i) One complete set of all Drawings in PDF & Auto CAD formats.
- ii) Three complete sets of reduced size (279 mm x 432 mm) prints
- iii) Three complete bound sets of Contractor's specification including design calculations
- iv) Two copies of Daily Progress Report
- v) Three sets of all raw data collected/generated for and during execution of the entire job.
- vi) Erection/installation Photo graphs (2 sets of hard copies) & Videos.

49.2 The following documents (as per applicability depending on nature of work carried out) shall be submitted in hard binder by the CONTRACTOR in 4 (Four) sets, as a part of completion documents:

- i) Welding Procedure Qualification Report.
- ii) Welder Qualification Report.
- iii) Radiographic Procedure Qualification.

- iv) Radiographic Report along with radiographs (Radiographs only with the original).
- v) Batch Test Certificate from manufacturers for electrodes.
- vi) Hydrostatic and other test results & reports.
- vii) Pre-commissioning/ Commissioning checklist
- viii) Pre-commissioning/ Commissioning checklist.
- ix) All other requirements as specified in the respective specifications.
- x) As built drawings.
- xi) Any other drawing/document/report specified elsewhere in the bidding document

Note: The Contractor shall be eligible to apply for issuance of completion certificate after submission of completion documents (as per applicability depending on nature of work carried out) as mentioned above.

50.0 COORDINATION WITH OTHER AGENCIES

50.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. Proper coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

51.0 VOID

52.0 UNDERGROUND AND OVERHEAD STRUCTURES

52.1 The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already available in the general layout drawings. Over and above contractor may encounter other structure/pipelines/ OFC etc. which may not be appearing in the available as built / general layout drawings, the contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the EMPLOYER/CONSULTANT from and against any destruction thereof or damages thereto.

53.0 TEST CERTIFICATES

53.1 Bidder shall be required to submit recent test certificates for the material being used in works from the recognized laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

53.2 Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge. No secured advance will be given for the materials not having test certificate. In case any test is to be carried out, the same shall be got done in the approved laboratory at the cost of contractor.

54.0 ROYALTY

54.1 Contractor's quoted rate should include the royalty on different applicable items as per the prevailing Government rates. In case, Employer/Consultant is able to obtain the exemption of Royalty from the State Government, the contractor shall pass on the same to Employer/Consultant for all the items involving Royalty.

55.0 VOID.

56.0 SITE FACILITIES FOR WORKMEN

56.1 Following facilities are to be ensured at all work places where workmen are

deployed/engaged by Contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets
- iv) Canteen where tea & snacks are available
- v) A crèche where 10 or more women workmen are having children below the age of 6 years.

57.0 EXECUTION OF ELECTRICAL WORKS

57.1 The Contractor shall engage an approved electrical agency for execution of electrical works, holding valid electrical contractor license. In case contractor himself executes electrical works then he shall arrange valid electrical contractor license before start of electrical works at site. Notwithstanding, contractor shall adhere to the entire safety standard as included in bidding document.

58.0 HYDROSTATIC TESTING

58.1 The bidder as per the Technical specification along with their offer taking into account the completion schedule shall furnish the detailed procedure proposed for the hydrostatic testing of pipeline. The necessary piping, pumps etc. shall be provided by the contractor. The final disposal of water after testing shall be contractor's responsibility. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

59.0 ARBITRATION

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

59.1.1 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.

59.1.2 The Employer (PBGPL) 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.

59.1.3 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.

59.1.4 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 Mumbai, India.

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

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

59.1.7 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.

60.0 MAKE OF MATERIALS

- 60.1 The materials required to be supplied by the contractor under this contract shall be procured only from Employer/Consultant approved vendors. Where the makes of materials are not indicated in the Bidding document or in exceptional cases (to be proved by contractor through documentary evidence) contractor shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

61.0 ADDITIONAL WORKS/EXTRA WORKS

- 61.1 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.

62.0 COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY

- 62.1 Clause No: 27.0 of GCC, pertaining to Price Reduction Schedule stands modified to the following extent:

- 62.1.1 The Price Reduction Schedule (PRS) shall be applicable separately for individual release orders.

The maximum PRS shall be 5% of total contract value (of each Release Order). Contract value for PRS purpose shall be excluding final GST.

- 62.1.2 The total liability of the Contractor to Employer/ Consultant under sub clause no. 62.1.1 on PRS shall not exceed 5% (Five Percent) of contract value. The compensation on account of any liability (ies) other than above shall be as per provisions of Bidding Documents.

63.0 PROJECT PLANNING, SCHEDULING AND MONITORING SYSTEM

The following schedules/documents/reports shall be prepared and submitted by the Bidder / Contractor for review/approval at various stages of the contract.

63.1 After the Award of Contract

a) Time Schedule

The Completion Time Schedule for the work (including mobilization period) as per Annexure-3 to SCC of Tender in all respect, from the date of issue of Email of Acceptance.

The Bidder is required to submit a Project Time Schedule in Primavera. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the over all Project requirement.

b) Scheduling & Monitoring System

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

c) Overall Project Schedule

The Contractor shall submit within 1 week of Email of Intent, a sufficiently detailed over all Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments, if any shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

d) Progress Measurement Methodology

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing/ delivery, sub- contracting erection and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

e) Functional Schedules

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and erection/installations.

63.2

Project Review Meetings

The Contractor shall present the programme and status at various review meetings as required.

a) Weekly Review Meeting

Level of Participation	:	Contractor's/Consultant's RCM/ Site In-charge & Job Engineers.
Agenda	:	a) Weekly programme v/s actual achieved in the past week & programme for next week. b) Remedial Actions and hold up analysis. c) Client query/ approval.
Venue	:	Site Office

b) Monthly Review Meeting

Level of Participation	:	Senior Officers of PBGPL/ MECON and Contractors.
Agenda	:	a) Progress Status/ Statistics

- b) Completion Outlook
- c) Major hold ups/slippages
- d) Assistance required
- e) Critical issues
- f) Client query/ approval

Venue : Office of PBGPL, Guwahati/MECON
Office or Site office at the discretion of
Owner/ MECON

63.3 Progress Reporting Performa

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following:

- a) Brief Introduction of the work.
- b) Activities executed/ achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Sub-contracting, erection, Commissioning and Overall and quantum wise status & purchase orders against schedule.
- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.
- f) Annexure giving status summary for drawings, MRS, deliveries, sub-contracting and erection.
- g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items:

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machines.
- c) Quantities achieved against target in erection
- d) Record of Man days lost.
- e) Erection percentage progress schedule and actual.

C) Daily Repots

- a) Activity programme for the day
- b) Progress of the previous day and commutative progress.
- c) Manpower & machinery deployed.

63.4 Progress Reports

63.4.1 CONTRACTOR shall make every effort to keep the OWNER adequately informed as to the progress of the WORK throughout the CONTRACT period.

CONTRACTOR shall keep the OWNER informed well in advance of the erection schedule so as to permit the OWNER to arrange for requisite inspection to be carried out in such a manner as to minimize interference with progress of WORK. It is imperative that close coordination be maintained with the OWNER during all phases of WORK.

- 63.4.2 By the 10th (tenth) of each month, CONTRACTOR shall furnish the OWNER a detailed report covering the progress as of the last day of the previous month. These reports will indicate actual and scheduled percentage of completion of erection as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.
- 63.4.3 Once a week, CONTRACTOR shall submit a summary of the WORK accomplished during the preceding week in form of percentage completion of the various phases of the WORK, to the OWNER.
- 63.4.4 Progress reports shall be supplied by CONTRACTOR with documents such as chart, networks, photographs, test certificate etc. Such progress reports shall be in the form and size as may be required by the OWNER and shall be submitted in at least 3 (three) copies.
- 63.4.5 Contractor shall prepare daily progress report (DPR) in the desired format and submit it to Engineer-in-charge along with schedule of next day to Engineer-in-charge.

64.0 RESPONSIBILITY OF CONTRACTOR

- 64.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Employer/Consultant/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Employer/Consultant/Engineer-in-charge shall be carried out at no extra cost to the Employer/Consultant. Any changes required during and/or after approval for detailed erection drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Employer/Consultant.
- 64.2 All expenses towards mobilization at site and demobilization including bringing in equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 64.3 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary erection equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 64.4 Preparing approaches and working areas for the movement and operation of the cranes, leveling the areas for assembly and erection shall also be the responsibility of the Contractor. The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labor etc. to provide suitable allowances in his quotation. The Contractor may have to

build temporary access roads to aid his own work, which shall also be taken care while quoting for the work.

- 64.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 64.6 Contractor to note that the minimum requirements of inspection and testing of the bought-out items shall be governed by attached QAP with the tender document. However, contractor shall submit their QAP in line with the requirement specified in attached QAP for Owner's/ PMC's approval.
- 64.7 Contractor to note that all the documents/drawings submitted by them as a part of bid shall be considered only to assess Bidder's technical capability and shall in no way absolve them from complying with all the requirements of the Tender. All works to be performed by the Bidder shall be strictly in accordance with tender conditions.
- 64.8 Contractor shall submit duly signed & stamped hard copies of all required documents/ drawings/ data sheets etc to MECON for their review & approval as per terms & condition of tender documents. The date of receipt of these documents/ drawings/ data sheets etc at MECON shall be deemed as the date of submission. If any documents/ drawings/ data sheets etc require re-submission due to any error/ deficiency noticed during review/ approval stage, in that event the additional time required by the contractor to get the revised document/ drawing reviewed/approved by MECON shall be solely to contractor's account and in no case contractor shall be entitled for any time or cost benefit.
- 64.9 The drawings/documents/ data sheets etc shall be reviewed, checked, approved and duly signed/stamped by successful contractor before submission. Revision number shall be changed and revisions shall be highlighted by clouds during submission of revised documents/drawings/data sheets by the successful contractor. Whenever the successful contractor requires any sub-supplier drawings to be reviewed/approved by MECON, the same shall be submitted by the contractor after review/ approval and stamped by the Contractor. Direct submission of the sub-supplier's drawings/documents/data sheets etc without contractor's approval shall not be entertained.
- 64.10 Review/Approval of the contractor's submitted drawings/ documents/ data sheets etc by MECON would be only to review the compatibility with basic design and concepts including construction work procedure and in no way absolve the successful contractor of his responsibility/contractual obligation to comply with tender requirements, applicable codes, specifications and statutory rules/regulations. Any error/deficiency noticed during any stage of manufacturing/execution/installation shall be promptly corrected by the contractor without any extra cost or time, whether or not comments on the same were received from MECON during the drawing review stage.
- 64.11 Inspection/ Site supervision as per QA/QC of the contractor's carried out works and their supplied material etc at site by MECON would be only to inspect / supervise the activities/works randomly to check the compatibility with the requirement of technical specification of the Contract document and in no way absolve the successful contractor of his responsibility/contractual obligation to comply with contract document requirements, applicable codes, specifications and statutory rules/regulations. Any error/deficiency noticed during any stage of manufacturing/execution/installation shall be promptly corrected by the contractor without any extra cost or time, whether or not observation/comments on the same were received from MECON either in inspection report / work procedure during the construction works to commissioning stage.

- 64.12 Contractor shall make & maintain their own suitable sized Storage yard/ area (covered as well as open space) to store Free Issue Materials (FIM) in proper manner. Contractor shall also maintain the FIM in good condition during entire storage period by using all type of servicing/overhauling such as cleaning, greasing, protecting from rusting/ pitting etc.
- 64.13 Storage Yard/ Area shall have proper motarable approach, adequate indoor & outdoor area lighting, potable & service water, proper rack & wooden sleeper etc. for staking/ storing the material, availability of material handling equipment of adequate capacity etc.
- 64.14 Owner/PMC's Site In-charge shall visit & inspect the Contractor's Storage yard/ Area and upon his concurrence only, the FIM shall be stored by the Contractor at the particular Storage Yard/ Area.
- 64.15 Delay in issuance of FIM due to non acceptance of Contractor's Storage Yard/Area (i.e. mainly because of non compliance of the minimum condition as Mentioned Above for Storage Yard/ Area) shall not be attributable to Owner / PMC.
- 64.16 During construction, Owner / PMC, on their discretion, have reserve right to take samples for any bought-out item received at site and test the same in a NABL approved or equivalent laboratory even if the lot has already been Inspected and cleared by PMC / Owner for use in construction. The cost for such testing shall be borne by the Contractor. In case of failure of the samples, the lot shall be rejected and the same shall be replaced by the Contractor without any additional cost to Owner.

65.0 CHECKING OF LEVELS

- 65.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 65.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

66.0 STORAGE FACILITIES

- 66.1 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost, if required. The contractor shall provide these facilities within the quoted price.

67.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS)

Please refer clause no. 40.0 of ITB, Vol I.

68.0 INSURANCE FOR FREE ISSUE MATERIAL

- 68.1 Contractor shall at his own expense arrange, secure and maintain insurance cover for Employer/Consultant's supplied free issue materials as defined in Bidding Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be Purba Bharti Gas Private

Limited. The insurance cover of the free issue material shall be for the period from the date of handing over the material to Contractor from Employer/Consultant's designated place of issue/ dumpsite to date of handing over the completed work to Owner/Consultant. The

Contractor shall at his own expense arrange, secure and maintain insurance cover for Owner's supplied free issue materials as defined in Tender Document. Contractor's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor to note that the beneficiary of insurance cover shall be Purba Bharti Gas Private Limited.

The approximate cost of free issues material is provided below: Part-A:

Rs. 7.4 Crore

Part-B: Rs. 9.2 Crore

The Contractor may take the insurance as per the following schedule.

The schedule of insurance cover for free issue materials given above stands revised as follows:

From start of the work - 100% of value

The percentage is indicative in nature which may vary as per the material receipt.

69.0

INSURANCES IN INDIA

69.1

In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the Contractor, Contractor shall at his own expense arrange, secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/Consultant 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/Consultant against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Employer/Consultant. 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 Contractor.

69.2

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/Consultant, 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/Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer/Consultant immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/Consultant 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.

69.3

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/Consultant. Contractor shall, however, be responsible for obtaining requisite licenses, 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.

69.4 All costs on account of insurance liabilities covered under this Contract will be to Contractor's account and will be included in Contract Price. However, the Employer/Consultant 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.

69.5 Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

70.0 INSURANCE IN FOREIGN COUNTRIES

70.1 The Contractor shall at his own cost arrange, secure and maintain separate insurance cover from the reputable insurance companies, for all such amounts and for such periods as may be necessary to protect the works, Contractor and sub-contractor's personnel and the interests of the Employer/Consultant as per applicable laws of land.

70.2 The form and the limit of insurance cover taken by Contractor shall be satisfactory to Employer/Consultant and one copy of all insurance policies and related documents shall be submitted to Employer/Consultant, immediately on execution. Contractor shall inform Employer/Consultant at least 60 days before any insurance policies expire or are cancelled or changed.

71.0 BANK GUARANTEES

71.1 The provision relating to submission of Bank Guarantee from any Nationalized Bank wherever appearing in above documents stand replaced by the following:

- i) Bank guarantees towards Bid Security from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International Bank or Indian scheduled bank in case of foreign bidder, may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.1000 Million 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.
- ii) Similarly, bank guarantees towards Performance and Advance Payments may be accepted from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.1000 Million 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.

72.0 SUBMISSION OF COLOURED PHOTOGRAPHS

72.1 The Contractor shall shoot, prepare and submit colored photographs in 2 sets to MECON site office along with monthly progress report covering all the activities of highlighting the progress or other areas of work. Similarly photographs for problem areas should be submitted well in advance with a proposed methodology to execute the works and meet the erection schedule. The cost of same shall be deemed to be inclusive in the rates and no separate payment shall be made.

73.0 **DISPOSAL OF EMPTY OFC CABLE DRUM**

Deleted

74.1 **VIDEO RECORDING & PHOTOGRAPHS**

74.2 Contractor shall develop and submit a video recording of two hours duration covering the erection activities showing the nature and magnitude of the work along with erection photographs.

75.0 **SINGLE POINT RESPONSIBILITIES**

75.1 The entire work as per scope of work (Part-wise) covered under this contract shall be awarded on single point responsibility basis.

76.0 **SPARES**

76.1 Contractor shall procure and supply all spare parts required during commissioning of the various items / materials supplied by him as enumerated in the Bidding Document. The quoted lump sum prices shall be deemed to have been inclusive of all such provision of commissioning spares, required till commissioning of such items. Contractor shall make available all the commissioning spares required at site at least 4 (four) weeks before start of commissioning. However, listed spares not used during commissioning shall be handed over to Employer at their designated place. Contractor shall also supply commissioning spares not listed but required during commissioning within the contracted price.

76.2 In addition to above, special tools & tackles required, if any, for operation & maintenance shall also be supplied by the Contractor and the quoted prices shall be deemed to have been inclusive of all such provisions.

77.0 **BUILDING AND OTHER CONSTRUCTION WORKER'S ACT**

77.1 In order to govern welfare and working conditions of laborers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB- CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.

- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the “Secretary, Building and Other Construction Workers Welfare Board” of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

78.0 BONUS FOR EARLY COMPLETION

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

79.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

- 79.1 All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- 79.1.1 Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.

- 79.1.2 Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.

- 79.1.3 Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.

- 79.2 CONTRACTORS are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.

80.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER-VOID

81.1 Statutory Compliance under Labour & Industrial Laws

- (i) The Contractor should produce necessary EPF Code before commencement of work.
- (ii) The Contractor should produce necessary ESIIC Code before commencement of work or workmen who are not covered under ESII Act, the Contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to Owner.
- (iii) The contractor(s) are required to submit copies Electronic Challan cum Return (ECR)/ Electronic Challan along with online list of contract workers / members for proof of remittance of Provident Fund (PF) and Employee

State Insurance (ESI) contribution with respective authorities for the contract workers engaged by him for the project, while submitting monthly bills.

- (iv) It shall be the sole responsibility of the contractor (including Contracting firm / company) to obtain and to abide by all necessary licenses / permission from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.
 - (v) The Contract shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & miscellaneous Provisions Act, 195, the Employee State Insurance Act, 1948, the Contract Labour (Regulation & abolition) Act, 197, the Inter-state Migrant workmen (Regulation of employment & conditions of services) Act ,1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act, 1923, Payment of Bonus (Amendment) Ordinance 2007 and other relevant Acts, Rules and Regulations enforced from time to time.
 - (vi) The contractor shall be responsible for required contributions towards P.F, Pensions, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering services to PURBA BHARTI GAS PRIVATE LIMITED and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employees and employer's contributions. The contractors shall also be responsible to pay any administrative / inspection charges thereof, wherever applicable in respect of the personnel employed by him for the work of PURBA BHARTI GAS PRIVATE LIMITED
 - (vii) The contractor shall regularly submit all relevant records / documents to PURBA BHARTI GAS PRIVATE LIMITED representative for verification and upon such satisfaction only, PURBA BHARTI GAS PRIVATE LIMITED will allow reimbursement of the amount paid.
 - (viii) The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner (Central), Hyderabad from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. The contractor after disbursing the wages in the presence of Engineer –In-Charge shall submit the copy of the register of wages to the management every month which shall necessarily contain following certification by the Engineer- In- Charge “Certified that the amount show in column No has been paid to the workman concerned in my presence on at”.
- If the contractor intends to pay the monthly wages/salaries to the workmen through bank/cheque, the necessary proof of payment (salary remittance proof) shall be submitted to the EIC. In this regard,
- (ix) The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to

the dues and employment of personnel deployed by him.

- (x) The contractor shall indemnify Owner/Consultant against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- (xi) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- (xii) No, labour below the age of 18 year shall be deployed.
- (xiii) In case the contractor intends to engage the labour from outside the state where project is being executed, they should comply with legal provisions under Inter-State Migrant Act.
- (xiv) The contractor shall be responsible to engage competent supervisor and monitor the jobs being performed by the persons to be deployed by the contractor.
- (xv) The Contractor/Contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of PURBA BHARTI GAS PRIVATE LIMITED or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- (xvi) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify PURBA BHARTI GAS PRIVATE LIMITED from such liabilities.
- (xvii) The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- (xviii) No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant/Terminal premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, PURBA BHARTI GAS PRIVATE LIMITED may terminate the contract.
- (xix) The contractor/contracting firm shall indemnify PURBA BHARTI GAS PRIVATE LIMITED against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
- (xx) The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

- (xxi) The persons to be deployed should be on rolls of the contractor/contracting firm.
- (xxii) The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from security in respect of all their personnel.
- (xxiii) The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- (xxiv) The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- (xxv) The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), if he engages 20 or more workmen/labours
- (xxvi) Owner is empowered to impose punitive fines on contractor for violation of their safety rules & regulation.

82.0 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, PBGPL 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.

83.0 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.

84.0 Way Bill / Road Permit Shall be issued by Owner only for transportation of free issue material from one state to another.

85.0 Joints Measurement of Work Executed Billing, Invoice and Payments.

Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents/ Procedure of owner/consultant.

86.0 Opportunity of employment to the people, belonging to Scheduled Castes and weaker sections of the society:

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

87.0 COMPLETION CERTIFICATE

Engineer-in-charges against the contract shall be RCM of PMC, however, the completion certificate shall be issued by PBGPL. The provisions of GCC are modified to this extent.

88.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OWNER. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to OWNER in this respect and the Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

89.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

The following provision shall be considered as a part of General Conditions of Contract-Work:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org. It is mandatory for

the bidders to refer Vulnerability Atlas of India for multi- hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of.

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max, surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.”

90. ANNUAL RATE CONTRACT CONDITIONS:

- i) The ARC contract shall be valid for 2 Years from the date of issuance of Fax of Acceptance (FOA).
- ii) OWNER can award to contractor as per Schedule of Rates (SOR) in bid document as & when required during the validity of Rate Contract.
- iii) Contract Performance Bank Guarantee (CPBG) shall be applicable as per ITB cl. no. 37 & Bid Data Sheet (BDS).
- iv) Separate release order (s) will be placed for required work during the validity of Rate Contract. Price Reduction Schedule for delay in completion, Defect Liability Period and contract value for Limitation of Liability will be applicable for each order (i.e. Release order) separately.

Completion period will be counted from date of release of order (letter of intimation).

- v) Owner envisages that there can be more than one front / section for construction/ Welding / Lowering of Pipes at a time, accordingly contractor shall be required to work for the all front / sections simultaneously and each front / section shall be dealt exclusively separate so that project(s) schedule can be adheres to and completed on or before the date of completion.
- vi) Quantity in SOR is estimated and payment will be made on actual work done basis based on release order (s) issued.

ANNEXURES TO SCC

ANNEXURES TO SCC

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SCOPE OF WORK

(ANNEXURE-1 TO SPECIAL CONDITIONS OF CONTRACT)

1.0 SCOPE OF WORK

The present tender envisage development of City gate Station (CGS), Mother CNG Station, CNG Stations (On-Line and Daughter Booster Stations) at Cachar, Hailakandi, Karimganj and Kamrup & Kamrup Metropolitan Geographical Areas in the state of Assam.

The brief scope of work includes supply of bulk materials (other than free issue), station piping work, Construction Management, HSE & Quality Management, Survey, installation of equipments, SS tubing works including all associated work required for completion of station works, Mechanical, Civil, electrical, Structural, , Architecture, fire fighting works etc , testing & commissioning of CGS, mother station, On-line and DBS. The scope envisaged under Part-A & B are as follows:

PART A: Major Scope under Part- A (Cachar, Hailakandi and Karimganj GA) consist of following:

Construction of boundary wall, control room building, guard room, equipment foundations, concrete pavement, pipe supports, structural work, gate, fencing etc as per requirement.

Supply, installation/erection/construction, testing and commissioning all mechanical works including terminal work, station piping work for CNG Stations with all connections as per requirement. Installation of metering skid, odorizing system & other equipments etc as per requirement . Other associated work for fire fighting, Architecture, electrical & instrumentation work etc as per requirement.

PART B: Major Scope under Part- B (Kamrup & Kamrup Metropolitan GA) consist of following:

Construction of boundary wall, control room building, guard room equipment foundations, concrete pavement, supports , structural work, gate, fencing etc as per requirement.

Supply, installation/erection/construction, testing and commissioning all Mechanical & Structural work including terminal work, station piping work for CGS & mother station with all connections as per requirement. Installation of metering skid, odorizing system, compressor, cascade, dispenser etc as per requirement. Other associated work for fire fighting, Architecture, electrical & instrumentation work as per requirement.

SCOPE OF SUPPLY

(ANNEXURE-2 TO SPECIAL CONDITIONS OF CONTRACT)

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in Particular Job Specification, Technical Specifications, Schedule of Rates & various other parts of the Bidding Document.

Free Issue Materials shall be issued to the Contractor from the designated store(s) of Owner, if applicable. Contractor shall be responsible for lifting the free issue materials from Owner's storage point(s) and transporting the same to work site(s) at his own cost, if required.

Conditions for Issue and Reconciliation of Materials shall be as per Document enclosed as Annexure-8 to Special Conditions of Contract.

1.2 Contractor's Scope of Supply

All materials except what is under Owner's scope of supply as mentioned in Clause No. 1.1 above, and required for successful completion of works in all respects shall be supplied by the Contractor and the cost of such supply shall be deemed to have been included in the quoted price without any additional liability on the part of Owner.

TIME SCHEDULE

(ANNEXURE-3 TO SPECIAL CONDITIONS OF CONTRACT)

TIME SCHEDULE

Time Schedule :

The work shall be carried out on Annual Rate Contract (ARC) basis. The validity of ARC shall be for a period of 2 years (24 months) from the date of issuance of FOA. The Completion period shall be as follows:

1. For supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical Works for 6 Nos of **Green Field CNG Stations/City Gate Station – 30 (thirty) weeks for each Station from the date of issuance of Release Order for each nos. of Stations mentioned / handing over of plot(s).**
2. For supply, construction, erection and commissioning of Civil, Structural, Mechanical and Electrical Works for 12 Nos of DBS– **12 (twelve) weeks for each Facility from the date of issuance of Release Order for each nos. of facilities mentioned.**
3. For supply, erection and commissioning of Mechanical and Electrical Works for 7 Nos of **CNG Stations to be developed at various existing Retail Outlets/Dealer's Stations – 10 (ten) weeks for each Station from the date of issuance of Release Order for each nos. of Stations mentioned.**

Note:

- 1) The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-charge.

(STAMP & SIGNATURE OF BIDDER)

MEASUREMENT OF WORK

(ANNEXURE- 4 TO SPECIAL CONDITIONS OF CONTRACT)

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1 The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in-charge.
- 1.2 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved/Issued for Construction/Erection” drawings, to be the extent that the work conforms to the drawings and details are adequate.
- 1.3 Wherever work is executed based on instructions of Engineer-in-charge or details are not adequate in the drawings, physical measurements shall be taken by Contractor in the presence of Engineer-in-charge.
- 1.4 Measurements of weights shall be in metric tons corrected to the nearest Kilogram. Linear measurements shall be in meters, centimeters and millimeters as appropriate.
- 1.5 Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.6 No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.
- 1.7 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.
- | | | | |
|------|--------|---|--|
| i) | Weight | : | MT or Kg |
| ii) | Length | : | M (Metre), CM (centimeters) and MM (millimeters) |
| iii) | Number | : | No. |
| iv) | Volume | : | Cu.M |
| v) | Area | : | Sq.M |
- 1.8 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-charge and the contractor's authorized agent progressively. Such measurements will be either recorded/typed by the contractor in the numbered measurement sheets to be supplied by Engineer-in-Charge / Owner or computerized by Contractor themselves. The measurements shall be signed in token of acceptance by the contractor or his authorized representative. The contractor shall submit the bill in the approved performa in triplicate to the Engineer-in-Charge of the work.

2.0 STRUCTURAL STEEL WORK

Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.

- 2.1 The weight for payment will be assessed from the approved fabrication drawings and the respective bill of materials prepared by the contractor and approved by the Engineer-in-Charge.
- 2.2 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.
- 2.3 No other payment either for temporary works or for any other item such as welds, shims, packing plates etc., shall be made. Such items shall be deemed to have been included in the rate quoted for steel work.

3.0 ELECTRICAL WORKS

3.1 Cables

The measurement for cable laying shall be made on the basis of length actually laid from lug to lug including that of loops provided and paid accordingly.

- 3.2 The weights mentioned in the drawing or shipping list shall be the basis for payment. If mountings are sent separately (for panels etc.) to facilitate transportation then erection weight shall be inclusive of all mountings. For structural steel measurements/payment shall be made as per finished items.

4.0 INSTRUMENTATION WORKS

- 4.1 Measurement of primary piping/ tubing between piping or equipment on one side and the instrument on the other side will be from the first break flange or tubing fitting up to the first block valve of fabricated instrument manifold or up to first tee of instrument manifold for integral type manifolds. All piping / fittings at the first block valve or the piping / equipment side up to break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments up to 1.5 meters individually or each drain connection shall be excluded.
- 4.2 Air lines and any other utility lines will be measured from end to end including valves and pipe fittings.
- 4.3 Copper tube measurement will be taken between the two fittings of the copper tube.
- 4.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.
- 4.5 Muticore cables/multi-tubes will be measured between the junction box and its termination inside the control room."
- 4.6 Two/Three core cables shall be measured between two end terminals.
- 4.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's / MECON storage points to contractor's store/workshop and the same are deemed to be included in the unit rates for the respective item of work."
- 4.8 Erection Weights

The weights mentioned in the drawings or shipping list shall be the basis of payment. If mountings are sent separately (for panel etc.) to facilitate transportation then erection weight shall be inclusive of all such mountings. For structural steel, measurements / payment shall be made as per finished items."

5.1 PAINTING ON EQUIPMENTS /STRUCTURAL STEEL ETC.

a) EQUIPMENTS

- I) For columns, vessels, reactors, Exchangers, furnaces, ejectors etc., measurement shall be on square meter basis taken over the painted surface.
- II) For pumps, motors and compressors measurement shall be made on number basis.

b) PAINTING ON STEEL STRUCTURE

- I) Payment for steel structures shall be made on the basis of admissible weight of structure painted.
- II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.

TERMS OF PAYMENT
(ANNEXURE-5 TO SPECIAL CONDITIONS OF CONTRACT)

(A) TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices to the Owner's representative fortnightly 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. All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill. Owner will release payment through e-payments only as detailed in the bidding document.

1.1 For Piping Works

- a) 35% on fabrication of piping.
- b) 40% on erection, alignment, welding complete to achieve mechanical completion.
- c) 15% on flushing, testing, draining, drying, etc.
- d) 10% on 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.

1.2 Tubing Works (Installation/ Laying)

- a) 70% on erection and alignment complete to achieve mechanical completion.
- b) 20% on completion of all testing.
- c) 10% on 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.

1.3 For Civil Works & Architectural Works

- a) 90% on completion of work on pro-rata basis as certified in running bills.
- b) 10% on 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.

1.4 For Structural Works

- a) 5% on approval of fabrication drawings.
- b) 40% on supply and acceptance of material at site.
- c) 20% on fabrication.
- d) 25% on erection, alignment, welding, painting, etc.
- e) 10% on 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.

1.5 For Supply of finished goods/bought-out materials (Mechanical, Electrical, Corrosion Monitoring System (CMS) & Instrumentation)

- a) 5% on placement of order on sub-vendor
- b) 65% on receipt of material at site and acceptance thereof.

- c) 15% on erection/installation, alignment, welding, grouting, painting, etc.
- d) 5% on testing.
- e) 10% on 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.

1.6 For Equipment Erection Works

- a) 45% on transportation and installation in position.
- b) 30% after initial alignment, leveling and grouting.
- c) 15% after final alignment and making ready for commissioning.
- d) 10% on 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.

1.7 For Electrical and Instrumentation installation Works

- a) 80% on completion of installation.
- b) 10% on testing.
- c) 10% on 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.

1.8 For Lumpsum Items

For all lumpsum items included in schedule of rates, contractor shall furnish price break-up for quoted lumpsum prices for the approval of Engineer-in-charge. Payment for such item shall be made accordingly. In this regard decision of Engineer-in-charge shall be final and binding to the bidder.

1.9 For Supply of Materials including their complete installation/erection works, testing, make ready for commissioning (if applicable) and completion of all Other works including their testing & make ready for commissioning (if applicable) [not mentioned/covered under 1.1 to 1.8]

- a) Completion of individual items of work : 90% progressively
- b) Completion of all activities and their acceptance, submission of final documents, final bill and acceptance of these by owner thereafter for successful closure of work order. : 10%

Note: Any further breakup of each activity for the payment purpose can be done depending upon the site situation/requirement and Recommendation by Engineer-In-Charge and Approval of Construction-In-Charge.

2.0 PAYMENT METHODOLOGY

- (i) The contractor shall raise invoices on monthly basis. Bidder shall enclose all documents as per check list issued by MECON/ Owner during kick off meeting.
- (ii) After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC)/PMC, the amount will be released within a period of 15 days from submission of certified bill by PMC to PBGPL”
- (iii) Employer will release payment through e-payments only as detailed in the Bidding Document.
- (iv) Further break-up of Lump sum Prices, if deemed necessary for any progressive payment of

individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.

(v) All payments against running bills are advance against the work and shall not be taken as final acceptance of work / measurement carried out till the final bill.

(vi) Delete.

(vii) *The contractor shall submit monthly RA bills in prescribed pro-forma in triplicate along with the following documents:-*

1. Measurement sheets duly verified and certified by EIC, in support of the works executed as per SOR for the billing period.

2. Copy of PF remittance challan.

3. Copy of ESIC remittance.

4. Copy of Wage register.

5. Two sets of Construction Photographs

In the absence of the requisite documents, the bill shall be returned to the contractor.

(viii) *Payment shall be made by Finance within 15 days from the date of submission of the bill to Owner, through e-banking. Further payment shall also be released through RTGS / NEFT provided the bidder should submit the dully filled attached format. In no case payment shall be released by way of Demand Draft / Bankers Cheque.*

(ix) Successful bidder(s) to submit material reconciliation certificate along with each bill.

(x) Bills shall be raised by contractor in line with check list attached in Tender document.

(xi) *As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.*

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

PBGPL's PAN No. is AAKCP8811H.

(xii) All bills are to be submitted through Central Dak System at respective site, as under:

- (a)** All Bills should be submitted in a Closed Envelope._
- (b)** Following details should be written on the cover of the Closed Envelope without fail:
 - Vendor Name & Vendor Code
 - Invoice Number with Date of Invoice
 - Invoice Amount
 - Name of the Engineer In Charge
 - Nature of Bill

**SPECIFICATION
FOR
QUALITY ASSURANCE SYSTEM REQUIREMENTS**
(Annexure - 6 to SCC)
(For Details - Refer Vol.-II of the Tender)

**STANDARD SPECIFICATION
FOR
HEALTH, SAFETY AND ENVIRONMENTAL (HSE)
MANAGEMENT AT CONSTRUCTION SITES
(ANNEXURE – 7 to SCC)
(FOR DETAILS – REFER VOL-II OF THE TENDER)**

**CONDITIONS FOR ISSUE AND RECONCILIATION OF
MATERIAL
(ANNEXURE – 8 to SCC)**

1.0 CONDITIONS FOR ISSUE OF MATERIALS

Whenever any material is issued by Owner, following conditions for issue of material in addition to other conditions specified in the contract shall be applicable:

- 1.1 Necessary indents will have to be raised by the Contractor as per procedure laid down by the Engineer-in-Charge from time to time, when he requires the above material for incorporation in permanent works.
- 1.2 Materials will be issued only for permanent works and not for temporary works, enabling works etc. unless specifically approved by the Engineer-in-Charge and the same shall not be taken into account for the purpose of materials reconciliation.
- 1.3 The Contractor shall bear all other cost including lifting, carting from issue points to work site/Contractor's store, custody and handling etc. and return of surplus/serviceable scrap materials to Owner's storage points to be designated by the Engineer-in-Charge etc. No separate payment for such expenditure will be made.
- 1.4 No material shall be allowed to be taken outside the plant without a gate pass.
- 1.5 The Contractor shall be responsible for proper storage, preservation and watch & ward of the materials.

1.6 RETURN OF UNUSED MATERIAL

- 1.6.1 All unused/scrap materials shall be the property of the Owner and shall be returned in good and acceptable condition size wise, category wise by the Contractor at his own cost to Owner's Store(s).
- 1.6.2 No credit will be given to the Contractor for return of scrap. The Contractor should quote the rates accordingly.
- 1.6.3 In case the Contractor fails to return unused/scrap materials, then recovery for such quantity of materials, not returned by the Contractor shall be affected at following penal rates from the Contractor's bills or from any other dues of the Contractor to the Owner. Contractor shall make his own arrangements for weighing the off cuts to be returned to Owner's stores.
- 1.6.4 Penal Rates for non return of material

Sl. No.	Material	Penal Rates
(a)	Penal rate for non return of accountable scrap	Issue Rate + 25% or Landed Rate + 25% (in case issue rate are not indicated in the contract)
(b)	Penal rates for non return of Unused material/excess scrap	Twice the Issue Rates or Twice the Landed Rates (in case Issue Rates are not indicated in the Contract)

NOTE: 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner/MECON.

- 2) In case different penal rates have been indicated in the Contract (based on Project requirement), the same will supersede the above rates.

2.0 PIPING MATERIALS

- 2.1 All pipes shall be issued in available lengths/shapes and no claims for extra payments on account of issue of non-standard length & shape will be entertained. Pipes shall be issued on linear measurement basis. All valves, flanges, fittings etc. shall be issued on number(s) basis. Contractor shall store the materials in such a way so as to avoid mixing of different types of material and shall maintain complete identification and traceability at all times.
- 2.2 The scrap allowance for pipes issued by the Owner shall be 3% (2½% accountable + ½% non accountable) of the actual consumption as incorporated in the works.
- 2.3 All pipes in length of 2 m and above shall be considered as serviceable material provided the material is in good and acceptable condition and has clear identification and traceability (Manufacturer's name, heat number/batch number and test certificates). Pipes in lengths less than 2 m shall be treated as scrap.
- 2.4 For the non account of pipes drawn by the Contractor over and above the actual consumption as determined by the Engineer-in-Charge, plus 3% (2½% accountable + ½% non accountable) thereof to cover the scrap allowance, recovery at penal rate shall be effected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.
- 2.5 All unused/scrap pipes, valves, flanges, forged fitting like elbows, reducers tees shall be returned by the Contractor category wise duly cleaned, greased and spec. marked at his own cost to Owner's stores. In case the Contractor fails to do so then recovery for such quantity of pipes not returned by the Contractor at the penal rates shall be affected from the Contractor's bill(s) or from any other dues of the Contractor to the Owner.

3.0 EQUIPMENTS

Various equipment/materials intended for the installation will be received by Owner in unpacked, skid mounted, crated, packed or loose condition and will be stored in the warehouses and open yards. In general, materials will be issued to the Contractor in 'as received' condition. It will be the Contractor's responsibility to draw, load and transport all materials from Owner's designated places of issue to the point of installation and return all packing materials like steel frames, wooden boxes/scrap etc. to Owner's stores.

All materials supplied by the Owner shall be duly protected by the Contractor at his own cost with appropriate preservative like primer, lacquer coating, grease etc. as required.

4.0 CABLES

- 4.1 Appropriation of cables shall be done as follows:
- 4.1.1 All the surplus and serviceable cables out of the cables quantity (ies) issued by the Owner to the Contractor shall be returned by the Contractor to the Owner's store in good condition and as directed by the Engineer-in-Charge.
- 4.1.2 The Contractor shall be allowed a cutting/wastage allowance of 1.5% for power cables and 3% for the control cables. This cutting/wastage allowance shall be computed on the length of cables actually laid, measured and accepted.

- 4.1.3 All cables being returned to store should carry Aluminum sheet tags indicating the size & type of cable. Cables of less than 15 meters length will be termed as scrap. Cables of lengths 15M and above shall be termed as serviceable material & shall be returned size wise and category wise to the Owner's store in wooden drums. Cables of serviceable length being returned to stores in drum(s) shall be accepted only after Megger value continuity test and physical measurement is carried out by the Contractor to the satisfaction of Engineer-in-Charge. Empty cable drums and major packing material (as decided by Engineer-in-charge) shall be Owner's property and shall be returned to Owner's Store/designated place without any additional cost.
- 4.1.4 While carrying out material appropriation with the Contractor, the above points will be taken into account. All serviceable materials returned by the Contractor (size wise & category wise) shall be deducted from the quantity(ies) issued to the Contractor for the respective sizes. Scrap generated for power cable and control cable shall also be returned to Owner's store on Lot basis.
- 4.1.5 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates.

5.0 LINE PIPES

- 5.1 All bare line pipes as per Line Pipe specifications shall be issued on linear measurement basis. The line pipes shall be issued in available lengths and shapes and no claim for extra payment on account of issue of non-standard length and shape will be entertained. Contractor shall store and maintain the line pipes in proper manner to avoid mixing of different classes of pipes. Contractor shall maintain complete identification and traceability at all times. All cut pieces when returned to Owner's storage points after bevelling, shall be considered as serviceable material provided:
- 5.1.1 Corrosion Protection Coating is intact.
- 5.1.2 Pipe pieces have pipe specifications, manufacturer's logo/name and heat number duly authenticated with hard stamp of the authorised inspector as per approved procedure. All cut pieces of pipes measuring less than 2 M will be treated as wastage/scrap.
- 5.2 For the purpose of accounting of line pipes, following allowances shall be permitted:
- | | | |
|----|--|-------|
| a) | Unaccountable wastage | 0.1% |
| b) | Scrap (All cut pieces of pipes measuring less than 2 Meter) | 0.25% |
| c) | Serviceable materials (All cut pieces of pipe measuring 2 Meter and above) | 0.5% |

Scrap shall be accounted at actual as per site assessment subject to maximum limits as stated above.

The percentage allowance shall be accounted on the basis of pipe book chainage for main pipeline

- 5.2.1 Material appropriation shall be done & allowable scrap quantity calculated. The wastage generated by the Contractor in excess of the allowable percentage shall be charged at the penal rates as given in the contract.

**HIRING/RECOVERY RATE FOR DEPLOYMENT
OF MANPOWER**
(Annexure- 9 of Special Condition of Contract)

HIRING / RECOVERY RATE FOR DEPLOYMENT OF MANPOWER

1. The Labour rates are “all inclusive”. These rates include but are not limited to all payroll costs and allowances, payroll taxes, fringe benefits, protective and/or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit insurance, transportation and travel time.
2. The rates are inclusive of providing hand tools and consumables such as electrodes, filler wire, gases, grinding wheels where the concerned category of labour is expected to use in execution of the job but exclusive of all major equipment and machineries.
3. The normal time labour rates shall apply for all hours worked upto eight (8) hours in a day and overtime rates shall apply for all hours worked in excess of eight (8) hours in one working day, Sunday and Public Holidays. The payment for part of the day shall be made on pro-rata basis.

Sl. No.	Classification Personnel	Rates per day of Normal Hours	Rate per hour for Over Time, Sunday & Holiday
		(in Rs.)	(in Rs.)
1.	Foreman	2000	430
2.	Supervisor	2000	430
3.	Engineer	2500	650
4.	Gas Cutter	700	170
5.	Grinder	700	170
6.	Brick Mason	520	120
7.	Stone Mason	520	120
8.	Structural welder	1000	260
9.	Qualified Arc welder - manual	1500	260
10.	Welder helper	350	120
11.	Pipe Fitter /Bender	750	150
12.	Structural Fitter	650	120
13.	Pipeline/SS Tube Fitter	850	190
14.	Coater	520	120
15.	Mechanic	520	120
16.	Site Equipment / Machine Operator	520	120
17.	Electrician	600	150
18.	Fabricator	650	150
19.	Carpenter	500	130
20.	Plumber	500	120
21.	Painter	500	120
22.	Cable Jointer	780	190
23.	Instrumentation Technician	1000	190
24.	Insulator	600	120
25.	Rigger	400	110
26.	Bhisti (water man)	300	60
27.	Heavy duty driver	700	170
28.	Civil Surveyor	750	130
29.	Document Controller	1000	300
30.	Account Officer	1500	360
31.	Store Keeper / In-charge	1000	300

Sl. No.	Classification Personnel	Rates per day of Normal Hours	Rate per hour for OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
32.	Light duty driver	500	120
33.	Sand Blaster	500	130
34.	Qualified Surveyor	750	130
35.	Un skilled Worker	300	80
36.	Construction Manager	10000	1000
37.	QA/QC / Safety / Planning / NDT Engineer	5000	750

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.

EQUIPMENT HIRING/RECOVERY RATES

(Annexure - 10 of Special Condition of Contract)

EQUIPMENT HIRING/RECOVERY RATES

SL. No.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES & FUEL
1.	DG Welding Machines	Rs. 200
2.	Hydra (8 - 10 MT)	Rs. 3500
3.	Gamma Source	Rs. 600
4.	Pressurization Pump - Motorized	Rs. 3000
5.	Air Compressor - (300CFM)	Rs. 2000
6.	D.G. Sets: 62.5 KVA to 200 KVA (inclusive of generators)	Rs. 3000
7.	Pipe Trailers (FB / Semi Low Bed)	Rs. 3500
8.	Hand drill (pneumatic) for rock blasting	Rs. 2000
9.	Rock breaker attachment	Rs. 3000
10.	Bevel Cutting Machine –Manual	Rs. 600
11.	UT Machine with operator	Rs. 500
12.	Dewatering Pump	Rs. 800
13.	Holiday Detector Unit	Rs. 400
14.	Pipe locator	Rs. 500
15.	Pipe Clamp – External	Rs. 500
16.	Tyre Mounted Cranes (10 - 30 MT)	Rs. 4500/-
17.	Grinding machine	Rs. 200/-
18.	Gas cutting set with cylinders	Rs. 350/-
19.	Trucks with driver	Rs. 2000/-
20.	Car/Jeep with driver	Rs. 800/-
21.	Tractor with trolley	Rs. 600/-
22.	Tripod with 5 Tons Chain Pulley Block	Rs. 300/-
23.	Concrete Mixer	Rs. 800/-

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. Rates are inclusive of operators / drivers as applicable.
3. Rates are inclusive of contractor's overheads & profit.
4. In case of any equipment not covered above, rates available in DSR shall be followed.

PART-III SERVICES REQUIREMENTS

SECTION 4: SPECIFICATIONS, DRAWINGS AND SCOPE OF SERVICES

(Refer Vol.-II for other Details)



PURBA BHARTI GAS
PVT. LTD.

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PURBA BHARTI GAS
PVT. LTD.

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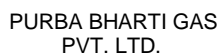
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GH5HCB'/' 85I; <H9F'6CCGH9F'GH5HCB'5H'757<5F/'
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- 1.1 GENERAL
- 1.2 SCOPE OF SUPPLY
- 1.3 SITE WORK
- 1.4 SCOPE OF WORK

&'\$' DF95A6 @'HC'G7<98I @'C: 'F5H9G'

- | | |
|------|---------------------------------------|
| 2.1 | GENERAL |
| 2.2 | SITE CLEARANCE |
| 2.3 | EARTH WORK IN CUTTING & FILLING |
| 2.4 | SANDFILLING AND STONE SOLING |
| 2.5 | BRICKWORK IN SUB STRUCTURE |
| 2.6 | BRICKWORK IN SUPERSTRUCTURE |
| 2.7 | PCC WORK |
| 2.8 | RCC WORK IN SUB STRUCTURE |
| 2.9 | RCC WORK IN SUPERSTRUCTURE |
| 2.10 | BOUNDARY WALL |
| 2.11 | OFFICE BUILDING RCC FRAMED STRUCTURE |
| 2.12 | FINISHING WORKS |
| 2.13 | STEEL WORKS |
| 2.14 | ALUMINIUM DOORS/ WINDOWS/ PARTITIONS |
| 2.15 | KERB STONE |
| 2.16 | SFRC PRE-CAST SLAB |
| 2.17 | GROUTING WITH NON-SHRINKABLE COMPOUND |

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PURBA BHARTI GAS
PVT. LTD.

7 CBGHFI 7 HCB'C: '7 +IM; 5 H9 'GH5 HCB'f7 ; GtZACH<9F'
GH5 HCB'/' 8 5I ; <H9F'6 CCGH9F'GH5 HCB'5H'7 57<5F'/'
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Purba Bharti Gas Pvt. Ltd. Joint venture of Assam Gas Company Ltd.(AGCL), Gail Gas Ltd.& Oil India Ltd.(OIL), is presently operating and further developing City Gas Distribution infrastructure to provide CNG (Compressed Natural Gas) as fuel to commercial and private vehicles through filling stations and PNG (Piped Natural Gas) to household, commercial and industrial consumers in various Geographical Areas (GAs).The scope of work to be performed under this contract shall include complete civil works as per plans, equipment layout, drawings & technical specifications for Construction of required facilities for Mother CNG Station, City Gate Stations & Daughter Booster Station at Cachar & Kamrup GA's.

%&*****G7 CD9 'C: 'GI DD@M

Contractor shall procure & supply to site all the materials including cement, reinforcing steel, steel sections, plates, pipes, MS Y Angle Posts, Concertina coil, RBT fencing wire, Chain link fencing, chequered plate, Colour coated steel sheets, False ceiling, mesh and other accessories, other masonry materials, bitumen/asphalt, admixtures & bonding agents, sealants, kerb stones, paver block, sand, boulder, etc., and any other construction material / item required to complete the civil & structural works.

All costs towards testing/inspection of materials/goods shall be borne by the Contractor and are to be included in their quoted rates.

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Complete construction work including supply of labour, construction materials, construction equipment, survey, tools & tackles, dismantling & modification/ strengthening, supervision, testing etc. required to complete all the structures, foundations, roads, drains, pavements, finishes, supply, fabrication, erection of steel structures, Canopy, hoarding, Loading unloading platform, LCV Platform, cat ladder, welded wire mesh fencing and gates etc, painting, including site grading/earthwork in cutting & filling etc. as specified and required to complete the civil & road works in all respect.

All enabling works e.g. construction water tank, casting/fabrication yard, electricity, site stores & office, safety and security measures, coordination with other contractors working at site etc. shall be Contractor's responsibility.

Special permits such as 'Hot Permit', "Fire Safety Permit", "permissions for controlled blasting of rock from concerned authorities" etc., as per requirement, to work at terminals shall be contractor's responsibility.

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The scope of work shall be broadly, but not limited to, the following:

- a) Site grading of the plot by removing 150 mm top soil, stacking it properly and reusing it for planting purpose, including plot development by filling good quality earth as required.



PURBA BHARTI GAS
PVT. LTD.

7 CBGHFI 7 HCB'C: 7 +IM; 5 H9 GH5 HCB'f7 ; GZACH<9F'
GH5 HCB'/' 8 5I ; <H9F'6 CCGH9F'GH5 HCB'5H'7 57<5F'/'
?5AFI D'; 5 : CF'A#G'D6; D@



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A97CB@A#98'

- b) Earth filling in embankments for external roads wherever required with providing of RCC Culverts/ Pipe Culvert.
- c) Clearing the site, removal of bushes and trees etc. as per site requirement.
- d) Construction of boundary wall with brick masonry, PCC Coping, MS Y Angle Posts and Concertina coil with RBT fencing etc. as per drawing.
- e) RCC cable trenches: complete civil works for cable trench including providing inserts, conduits (GI, PVC or HDPE etc.) and PVC coated MS Chequered cover plate / Pre-cast concrete covers as per requirement.
- f) Construction of single and double S.S. tube trench as per drawing.
- g) Construction of compressor foundation as per drawing.
- h) Construction of facilities like Green belt etc as per drawing.
- i) Construction of various foundations etc. as per relevant drawings.
- j) Construction of approach roads etc. as per drawing.
- k) Construction of cable pit drain pits etc as per requirement.
- l) Construction of Septic Tank along with Soak Pit and connections.
- m) Storm water drainage system in RCC/brick drains with complete civil works as per requirement.
- n) Laying of Hume pipes for drainage as per drawing and requirement of site.
- o) Construction of Utility/Office building as per relevant architectural drawings.
- p) Construction of Bore well as per supplier specification and direction of Engineer in-charge.
- q) 80 mm thick PCC paver block over sand cushion over ground/on a PCC base (Grade M-10) at locations as specified.
- r) Laying PCC kerb stones 125 mm x 300 mm over 75 thk PCC base (Grade M-10) as specified.
- s) Grouting of all base plates/frames of equipment foundations and structural bases
- t) Providing of all inserts, conduits, pre-cast covers, fixing of free issue items into permanent works etc.



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- u) Providing of approved quality sand for back filling as per requirement.
- v) Clearing all construction debris and handing over completed work site.
- w) Any other work not specifically mentioned but required to make the station functional.
- x) Making as-built details/drawings on one set of construction drawings and return to owner.

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The Preamble to **GW YXi`YcZ+Ya** is an integral part of the SCHEDULE OF RATES and this is to be considered incorporated into the description of items themselves.

The Contractor's rate for any item of work in the schedule of item shall, unless stated otherwise be held to include the cost of all materials including wastage, conveyance and delivery, unloading, storing, fabrication, hoisting, all about for finishing to required shape and size, tools and plants, power fuel, consumables, all taxes & duties royalties, other revenue expenses, temporary facilities like roads etc.

The item shall include all the safety provisions listed below:

- The site should be cordoned off on all sides by way of 3 Mt. High corrugated GI sheet fixed on metal pipes/angles, leaving space for only a Gate. This fencing should be fixed such that it is not possible for anyone to enter the site from any other location other than the Gate.
- The gate should be made in metal with metal sheet cladding. A guard restricting entry of all unauthorized person/material on site should man the gate. The guard shall also maintain a register of all persons visiting site
- All persons including all labor, supervisors, visitors etc. on site must wear hand gloves, helmet and safety shoes. The responsibility of this shall rest with the main contractor.
- All workmen while working on height shall wear safety helmets.
- All workmen such as welders/ fitters etc. shall wear protective gloves, protective glasses etc. and as per the requirement and demands of the trade.
- All excavated pits/holes shall be cordoned off with red tape with warning notice.
- All inflammable material shall be kept in non-inflammable containers that are fixed with screwed on caps at all times. The containers should be marked with danger sign and the name of the material shall be marked on the outside. There should be at least one person who should be responsible for the safe custody of these materials.
- All areas of work shall have appropriate safety signage depending on the nature of work, prominently displayed to prevent any mishap, particularly signs in fluorescent



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paint for night vision. These signs should be visible from a reasonable distance for a vehicular traffic at designated speed limits for a given road/ location. All necessary city traffic rules and signage specifications shall be observed with strict adherence.

- All gadgets must have required safety devices in working conditions as per the manufacturers' recommendations and the law of the country.
- All the persons on site must be insured against injury and death due to accidents.
- The contractor shall not use the site for any activity other than what it is authorized for.
- Children below the age of 18 shall not be allowed to work on site. The contractor shall prepare a secured crèche adjacent to the site, for the children of labor working on site and there shall be at least one person dedicated to look after the safety and other needs of these children at all time.
- All persons working at site shall be physically and mentally fit. The contractor shall ensure that no illegal activity takes place on site and that no person with doubtful past shall be engaged on site.
- The contractor shall be responsible for the safety of all persons at site.
- Consumption of liquor and smoking shall not be permitted on the site.
- The site shall be illuminated at night when there is work in progress.
- The contractor shall maintain a First-aid box at site to take care of any minor injury.
- The storing of all inflammable/explosive material shall be done as per the laws of the country and best common practice.
- All temporary electrical connections shall be done with the help of insulated connectors to prevent any sparking etc.
- Contractor shall keep the Owner and Consultant completely indemnified by ensuring a completely safe working, keeping a third-party insurance cover on site.

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Complete works for the site clearing so that the site is suitable for construction activity. Brief description of major items shall be as follows:

- a) Dismantling of all existing structures in brick masonry/stone masonry/PCC etc. so that the site becomes suitable for construction activity.
- b) Disposal of all material to be cleared from the site to any authorized disposal site/ storage yard.
- c) Provide all assistance/co-ordination/liaison between any and all government/semi government agencies connected with the scope mentioned and also with the body owning/maintaining the access road to the site.



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Note: Demolition of PCC/Brick Masonry, road will be paid in cum.

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Complete works in Excavation of earth/municipal waste/ malba etc. & filling with available serviceable earth or borrow earth is included in the scope.

Brief description of major items shall be as follows:

- Taking pre-work and finished levels.
- Stripping and grubbing the topsoil and preparation of sub-grade.
- Dewatering of excessive water.
- Strutting and shoring to retain the earth.
- Disposal of unserviceable and surplus earth to authorized dumping ground to any lead.
- Borrowing of approved quality good earth from any lead.
- Filling in layers of 150 mm.
- Watering and compaction up to 95% of its MDD with mechanical means.

Note: i) Payments for the item shall be based on net volume of earth excavated.

ii) Payment for item earthwork infilling shall be compacted net volume of filling after deductions of foundations, culverts, etc.

iii) No separate payment for excavation for sewerage / forecourt or roadwork (since cost of earthwork is included in respective items).

Earthwork shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed drawings and on lump sum unit rate (per cum).

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Complete works in filling is included in the scope.

Brief description of major items shall be as follows:

- Taking pre-work and finished levels
- Borrowing of approved quality sand/stone from any lead.
- Filling in layers of 150 mm.
- Providing and laying stone ballast 115-150 mm size in layers of 300 mm with spreading blinding material like sand, stone grit, watering and compaction with mechanical means etc. complete the surface as per specifications including cost of material.

Note: Payments to be done on completed work profiles by considering the plan dimensions only.

Sand filling and Stone soling shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed drawings and on lump sum unit rate (per cum).

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Complete works in brick masonry in foundation is included in the scope.



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Brief description of major civil items shall be as follows:

- i) Earth Work in excavation including back filling using serviceable surplus material or approved borrow material and transportation of excess earth beyond plot limits. Preparation of sub-base including dewatering and compaction.
- ii) PCC M10.
- iii) Brick work with 1:4 cement mortar in foundation.
- iv) 40mm thick DPC in 1:2:4 wherever applicable.
- v) Plastering on exposed brick surfaces of 15 mm thickness in CM 1:4.
- vi) Lime wash on exposed surfaces of plaster.
- vii) Making weep holes of 150x150 with stone filter pack at 1.0 m intervals in both the directions.

The construction of brick foundation work shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed drawings and on lump sum unit rate (per cum) of brick work done.

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Complete works in brick masonry superstructure is included in the scope.

Brief description of major civil items shall be as follows:

- i) Brick work with 1:4 cement mortars in superstructure at all heights.
- ii) Providing shuttering / supports etc. as per requirement.

Note: Only net brick masonry quantity excluding plaster thickness shall be measured for payment purpose.

The construction of brickwork in superstructure shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed drawings and on lump sum unit rate (per cum) of brickwork done.

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Providing and laying PCC 1:2:4, 1:3:6 & 1:4:8 in position, construction and handing over of PCC in foundations, substructure, superstructure and under floor including shuttering/ shoring/ stopper and embedment etc. complete in all respects as per scope of work, detailed construction drawings (to be released to contractor by owner), technical specifications and direction of Engineer-in-charge.

Brief description of major civil items shall be as follows:

- i) Preparation of bed including cleaning, leveling, compacting/tamping of surface and providing support from bottom and sides.
- ii) Providing shuttering and stoppers.
- iii) Providing inserts, pockets, recesses, holdfast etc.
- iv) Curing, rendering, finishes to match with adjoining surfaces etc.

Note: For all these items only net PCC concrete quantity shall be measured for payment and PCC below brick work and RCC works is included in the respective item.



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The construction of PCC work shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed typical drawings and on lump sum unit rate (per cum) of PCC work done.

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Complete works in RCC for equipment foundation, compound wall, building foundations, canopy foundations, pile caps, built-up piles and other RCC works e.g., box culvert, pits, tanks, cable trenches etc. is included in the scope.

Brief description of major civil items shall be as follows:

- a) Earth Work in excavation including back filling using serviceable surplus/ borrow material.
- b) PCC M-10 mud mat,
- c) Providing shuttering and strutting of all types
- d) RCC M-25.
- e) Providing and fixing bolts/inserts.
- f) Non-shrink grouting over pedestals for structural base and high strength cementitious grout as per drawings for compressor/ D.G. bases. (Payable in separate item)
- g) Plastering on exposed RCC surface and application of two coats of bitumen paint faces in contact with soil. In case of building foundations, the anti-termite treatment shall be applied.
- h) Underground RCC water tanks with food grade paint on the inside. (Painting of food grade paint is included in this item)
- i) Providing and fixing puddle flange for nozzles/inserts in R.C.C water tanks fabricated from M.S. pipes upto 900mm long, welded in the center to 6mm thick M.S. Square plate of size three times the pipe diameter as per standard details; whole piece to be hot dip galvanized, fixed to Reinforcement in RCC walls/slab as per drawing at the time of casting of RCC water tank complete.
- j) Providing and fixing M.S. Structural work fabricated from standard sections e.g., M.S. rounds, angles, channels including cutting to size, drilling, welding, fixing and welding to structural members including cutting and making good the walls and floors for pipe supports from floor (in plant room), M.S. ladders and manhole covers for water tanks only.
- k) Providing and fixing M.S. slotted angle iron 40x40x2 mm thick with stone enamel finish & fixed to brick masonry or RCC walls with 12 mm dia bolts embedded in cement concrete blocks 1:2:4mix (1 cement: 2 coarse sand: 4 stone aggregate 12.5 mm nominal size)
- l) 100x100x100 mm size for masonry walls & with expandable anchor fasteners on RCC spaced not exceeding 600 mm with 15 mm dia G.I. spacer between wall & angle complete.

Note 1) For all these items net RCC concrete quantity excluding PCC/Mud-mat shall be measured for payment (Bolts, inserts, angles, channels will be paid in item structural steel fabrication but not in case of underground RCC tanks).

The construction of RCC work shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed typical drawings and on lump sum unit rate (per cum) of RCC work.

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Complete works in RCC in superstructure for compound wall/retaining wall, columns & beams is included in the scope.

Brief description of major civil items shall be as follows:

- Providing shuttering and strutting of all types
- RCC M-25
- Providing and fixing bolts/inserts.
- Providing and fixing M.S. Structural work fabricated from standard sections e.g. M.S. rounds, angles, channels including cutting to size, drilling, welding, fixing and welding to insert plates in RCC structural members including cutting and making good the walls.

Note: For all these items only net RCC concrete quantity shall be measured for payment (Bolts, inserts, angles, channels will be paid in item structural steel fabrication).

The construction of RCC work shall be done as per approved detailed construction drawings to be issued to the successful tenderer. Offer to be prepared by the tenderer based on the enclosed typical drawings and on lump sum unit rate (per cum) of RCC work done.

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Complete works of Boundary Wall in superstructure including RCC, PCC, DPC, Coping with MS Y Angle Posts and Concertina coil with RBT fencing etc. as per drawing. (Refer Detail of Boundary Wall Drawing No. MEC/05/11/STD/CNG/006). Brief description of major civil items shall be as follows: Complete civil works for the following buildings is included in the scope.

Brief description of major civil items shall be as follows:

- DPC 40 mm with cement concrete 1:2:4 if required.
- Brick work (bricks as per SOR) in super structure at all height and levels, in cement mortar 1:4
- Masonry shall be in cement mortar 1:4 and with bricks of strength not less than 75 kg / cm²
- RCC 1:2:4. Including steel reinforcement for coping.
- Cement plaster 1:4, 15 mm on both surfaces.
- Drip course 25 mm wide over coping.
- Grooves 12X12 mm in plaster as per design.
- Painting of internal wall surface with three coats of Acrylic emulsion paint as per SOR or approved by Engineer-in-charge, applied by brush followed by roller.
- External wall surface to be given 3 coats of whitewash.
- Expansion joints shall be provided at corners as per drawings.
- Height of wall shall be 2100 mm from finished floor level of forecourt.

The construction of the compound wall shall be done as per approved detailed construction drawings to be issued to the successful tenderer.

Offer to be prepared by the tenderer based on the enclosed architectural drawings and on lump sum unit rate (per RM) for complete compound wall work in superstructure.

Note: Only length of completed compound wall shall be measured for payment purpose.

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Complete works of Compound Wall in superstructure including RCC, PCC, DPC, fabrication, supply and erection of pre cast wall panels of 100mm thickness, Coping with MS Y Angle Posts and Concertina coil with RBT fencing etc as per drawing. (Refer Detail of Boundary Wall Drg No. MEC/05/11/STD/022) Brief description of major civil items shall be as follows:

RCC framed structure with 400mm x 450mm column size at an interval of 3.0m or as specified and height 2.1m with precast wall panels 100mm thk.

- Supplying and fixing of 100 mm thick pre cast wall panels including hard drawn steel wire fabric as per IS 1566 all complete as per tender drawing.
- Supplying and fixing of ISMC-125 channel section on columns as per drawing.
- PCC M-15 for coping.
- Drip course 25 mm wide over coping.
- 15mm thick plastering in CM(1:4)(in coarse and)on exposed brick surfaces.
- Painting of exposed wall surface with three coats of Acrylic emulsion paint as per BHARAT GAS RESOURCES LIMITED standard colour and pattern and as approved by Owner/Engineer-in-charge symbol to be embossed on columns. (Refer Detail of Boundary Wall Drg No. MEC/05/11/STD/022)
- Expansion joints shall be provided at corners or as per drawings and filled with Cap cell Board & Bitumen sand mix sealant
- Approx 900 mm High MS Y angle Posts including painting as per specification with straight lengths of RBT fence with 2.6mm diameter spring core wire and short barbs of 11 mm width and circular Concertina coil of 900 mm diameter with 50 turns per coil expandable between 6-8m and approx. weight of 8 Kg per coil.

Note:

- Only net Boundary wall length shall be measured for payment purpose.
- The construction of boundary wall shall be done as per detailed construction drawings to be issued to the success full tender.
- Reinforcement of Columns and Beams for superstructure shall be paid separately.
- Any Increase in RCC Quantity due to change in foundation level as shown in attached drawing (Drg No. MEC/05/11/STD/022) will be paid additionally vide respective Items of SOR.
- Brickwork if any required to retain the earth fill and PCC quantity as mud mat below

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Complete civil, plumbing, internal water supply and electrical works from plinth beam and above for RCC framed structure buildings are included in the scope.

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Brief description of major items of work shall be as follows:

- Setting out for all structures on site.
- All the buildings/rooms shall be RCC framed structure with cladding and partitions of brick masonry walls, including loft in RCC.
- DPC 1:2:4, with 40 mm thick.



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- d) Anti-termite treatment to be applied to all the building foundations, plinth, under aprons and sub-floors.
- e) All structural concrete for RCC elements shall have a minimum strength of 25 MPA at 28 days (M-25 nominal mix as per IS)
- f) Masonry shall be in cement mortar 1:4 and with bricks of strength not less than 75 kg / cm².
- g) Plastering on masonry structures shall be of thickness 12mm on internal face, 20 mm on external surface and 6mm on RCC ceiling/ Chajjas. The cement mortar shall not be leaner than 1:4 on ceiling and 1:4 on walls. Grooves and drip-mould are also included in this item.
- h) Aluminium doors shall be of 10 mm thick glass (ASAHI/MODI TUFF)/or paneled with laminated board mounted on powder coated Aluminium frames. Windows of full height shall be powder coated Aluminium frame with 8 mm thick glass (ASAHI / MODI TUFF)/laminated board in-fill. Windows from sill height & Ventilators shall be powder coated Aluminium frame with 5 mm thick glass louvers/fixed glazing, with powder coated aluminium hardware. All Aluminium frames shall be fixed over Aluminium rough ground.
- i) Inside surfaces of office shall be finished with plastic emulsion paint of ICI, Asian paints, Berger and rest of the rooms shall be finished with oil bound distemper and painting of external walls of building with three coat of external acrylic emulsion paint with Polyurethane finish.
- j) Inserts shall be provided to suit the technological requirements.
- k) All exposed flat roofs shall be water proofed with two components elastic polymerized acrylic water proofing system using "Euco Elastic Plaster" manufactured by STP including finishing the surface with 40 mm thick cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone) admixed with water proofing compound confirming to IS: 2645 and finally finishing the surface with Trowel with neat cement slurry and preparation of roof surface with khurras at RWP locations.
- l) Under floors shall include filling of river sand and PCC 1:4:8 in level.
- m) Polished vitrified tiles of Kajaria/Somani/Orientor equivalent make on floor and thickness and 100 mm high skirting in office room with 6 mm grout.
- n) Aluminium False ceiling of Luxalon, Tracor equivalent make in MMI control rooms lobbies etc as indicated and as per approved manufacturers detail.
- o) All finishes and any other works not specifically mentioned but required and handing over of premises, complete in all respects.
- p) External surfaces to be painted with Exterior premium emulsion paints, APEX of Asian Paints/ WEATHERCOAT of Berger/ WEATHERSHIELD OF ICI, and part fascia to be of DOMAL (as per approved design) as per detail, colour scheme, elevation as per approved manufacturer's detail and specified thickness. Aluminium composite panel to be used in elevation at specified locations.
- q) Conducting, wiring, box & switches, fittings and fixtures for electrical points, telephone, television points and data cabling.
- r) Providing, making, testing and commissioning of light point, fan points, exhaust fan points, 6 Amp sockets, 16 Amp sockets, 20 Amp sockets and Sub-mains with 2.5 sq. mm single core multi strand copper conductor, PVC insulated, 1100 V grade wires in PVC conduit laid in ceiling/wall/ground in GI pipe, complete with grid plate switch 6/16Amps. in concealed G I box, circuit wiring i.e., tapping from the DB, 1.5Sq.MM. insulated copper Earthing connections etc. complete as required for all length of circuits and 1 light points controlled by one switch. Light points located on building areas are included.
- s) Supply, installation, testing and commissioning of pre-wired wall/ceiling/false ceiling mounted type HPF fluorescent light fixtures including providing and fixing tubes, electronic chokes, starters, earthing, connections and mounting arrangements etc.



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complete as required. Procurement of light fixtures (ref. Electrical TS clause 03.00) subject to approval by Owner/Engineer-in-Charge

- t) Making as-built drawings and details and providing to owner.
- u) The construction of Office/Utility building shall be done as per approved detailed construction drawings, as per technical specifications and directions of the Owner/Engineer-in-charge. Offer to be prepared by the tenderer based on the enclosed typical drawings and on lump sum unit rate (per sqm) of complete plan area of work done.

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Complete works in plaster is included in the scope. Brief description of major items shall be as follows:

- a) Providing and laying cement plaster of specified thickness on walls, ceilings, RCC beams, columns and chajja etc. of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves, drip course etc. including hacking of RCC roof beams and columns surfaces and curing etc. complete. The job includes the cost of supplying and fixing of chicken wire-mesh at every joint of brick masonry and RCC before commencing the plastering work.
- b) Providing and laying cement plaster of specified thickness on walls, ceilings, RCC beams, columns and chajja etc. of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves, drip course etc. including hacking of RCC roof beams and column surfaces and curing etc. complete. The job includes the cost of supplying and fixing of chicken wire-mesh at every joint of brick masonry and RCC before commencing the plastering work.

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Supplying and doing/finishing external walls surfaces in approved colour and applying one or more coats of Apex paint of Asian Paint sat all heights or approved make of desired colour and approved brand as per scope of work and recommendations of manufacturer, detailed construction drawings (to be released to contractor by Owner), technical specifications and directions of the Owner/Engineer-in-charge.

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Supplying and doing/finishing internal-walls and ceilings in plaster of paris punning to achieve an even finish and applying of 3or more coats of Oil Bound Distemper of desired colour and approved brand as per scope of work, approved detailed construction drawings (to be released to contractor by owner) technical specification and directions of the Owner/Engineer-in-charge.

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White washing with Dehradun/ Rajasthan lime 3 or more coats to give an even finish including the cost of adding required adhesive (DDL), blue pigment (Robin blue) etc. on walls ceiling etc. complete as per specification and directions of the Owner/Engineer-in-charge.

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Providing and fixing 20 mm thick granite polished, machine cut granite stone for dispenser islands and similar location of require size and approved quality laid over 20 mm thick base cement mortar 1:4 (1 cement: 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touchups, including rubbing making edge moulding, curing etc. complete at all levels. Texture, colour, pattern of Granite will be decided by Owner/Engineer-in- charge.

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Providing and laying 40 mm thick cement concrete floor with 1:2:4 (1 cement:2 coarse sand: 4 stone aggregate of 12 mm nominal size) with a floating coat of neat cement complete as per specification and directions of the Engineer- in-charge. (Rate includes all labour, tools, tackles, PVC/ Glass strips etc. complete).

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5L'.....Complete Works in'GHYY'Gfi Wi fY': UvfjWUjcb'Jg Including the Scope.

Brief description of item shall be as follows: -

: UvfjWUjcb' of cascade supporting and covering structures and loading & unloading platform structures are including gi dd`m of raw materials, transportation and delivery at site, site assembly and erection of structures at appropriate locations including application of primer and finishing paints, all works as per specification and drawings. Scope includes all consumables, preparation, wastages, testing charges, sheeting, and fasteners etc as per specifications. Scope includes preparation of fabrication drawings, their approval by Owner and preparation of as-built details.

6L'.....DFCJ-B-B; '5B8': L-B; '7<9EI 9F98'D@H9'

Brief description of item shall be as follows: -

Chequered plate in approved panel or over steel structure including cutting, welding, hoisting, fixing in position has to be provided and fixed.

Two or more coats approved quality synthetic enamel over priming coat of approved steel primer to be applied.

7L'.....GH99 @8CCFG'5B8'K-B8CKG'

Complete works in steel doors and windows is included in the scope.

Brief description of item shall be as follows: -

Steel door/window of approved make fabricated out of `Z' section confirming to BIS Standard of 3 mm thickness with joints mortice and welded, with 20x5 mm MS flat hinges fully planed with 2 mm thick MS plate should be supplied, fitted and fixed in position. Glass panes of 8mm thickness to be fitted. Approved quality handles, tower bolts to be fitted.

This includes supplying and fixing superior quality heavy-duty chromium plated brass stays, al drops, and handles, tower bolts painted with two coats of red oxide. The main frame



PURBA BHARTI GAS
PVT. LTD.

7 CBGHFI 7 HCB'C: 7 +IM; 5 H9 GH5 HCB'f7; GtZACH<9F'
GH5 HCB'/' 8 5I ; <H9F'6 CCGH9F'GH5 HCB'5H'7 57 <5F'/'
?5AFI D; 5 : CF'A#G'D6; D@



...

A97CB@A+H8'

would be minimum 50x50x6 mm size angle embedded in the walls with MS fasteners etc. complete as directed by EIC.

&% '5 @ A-B4 A'8CCFGK-B8CK G/D5FH-HCBG'

Brief description of item shall be as follows: -

Aluminium glazed doors/windows/partitions should be provided and fixed as per scope of work based on detailed construction drawings [to be released to contractor] by owner and technical specification, directions to Owner/Engineer-in-charge. The powder coating and/or anodizing to be carried out as per approved specification and all the fixtures, floor spring etc to be provided as per standard/ approved make and design.

&% '?9F6'GHCB9'

Complete works in fixing of kerb stone is included in the scope.

Brief description of major items shall be as follows:

Kerb stone of approved make at or near ground level as per approved pattern and setting in position with cement mortar 1:3 shall be provided and fixed. This includes the cost of required centering, shuttering and finishing smooth with 6 mm thick cement plaster 1:3 on exposed surfaces with hardener, over 75 mm thick PCC 1:3:6bed (Kerb stone blocks shall have niche with reflective material fixed on it) complete as per specification and directions of the Owner/Engineer-in-charge.

&% 'G: F7'DF9!7 5GH'G@6'

Brief description of main items shall be as follows:

Heavy duty 70mm thick precast SFRC Slab in trenches of KK make or equivalent (size 450x600 or as per site requirement) shall be provided and fixed as per instruction of Owner/Engineer-in-charge.

&%'; FCI HB; 'K H<'BCB!G<F-B?56 @'7CADCI B8'

Brief description of major items shall be as follows:

Ready mix non-shrink cementitious grout of compressive strength 30N/mm² /45 N/mm² as per SOR shall be provided and laid manually or by pumping at all positions. This shall include shuttering, compacting, edging, repairing, sealing and curing for shutdown repairs, base grouting of rotating equipment and other installation complete. This shall be as per specifications, site sketches/ drawings and direction of the Owner/EIC.

Minimum coverage as per manufacturers' recommendations shall be applied in absence of actual field consumption data.



PURBA BHARTI GAS
PVT. LT.

**CONSTRUCTION OF CNG STATION (CGS, MOTHER
STATION, ON-LINE & DBS AT CACHAR, HAILAKANDI &
KARIMGANJ GA AND KAMRUP & KAMRUP
METROPOLITAN GA FOR M/S PBGPL**



MECON LIMITED

ELECTRICAL WORKS


MECON LIMITED DELHI	Electrical Section, Delhi	WORKS CONTRACT TENDER FOR CIVIL, MECHANICAL & ELECTRICAL WORKS FOR CONSTRUCTION OF CNG STATION	
SCOPE OF WORK (ELECTRICAL)		MEC/9999/05/E9/E/PBG/002	Page 1 of 9

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4	List of Suppliers of Major Bought-Out Items- Electrical	-	-	9
QAP (Quality Assurance Planning)				
5	Quality Assurance Plan	MEC/9999/05/E9/PBG/001	Rev.0	2
STANDARD DATA SHEETS				
6	UNINTERRUPTED POWER SUPPLY (UPS)	MEC/DS/05/E9/071	Rev. 1	12
7	LV SMALL POWER DISTRIBUTION BOARD	MEC/DS/05/E9/076A	Rev.0	4
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STANDARD DRAWINGS				
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SCOPE OF WORK (ELECTRICAL SYSTEM)



ELECTRICAL SCOPE OF WORKS
FOR
CONSTRUCTION OF CNG STATION OF ON-
LINE , DBS AND MOTHER STATION
DOCUMENT NO. - MEC/9999/05/E9/E/PBG/001



(OIL & GAS SBU)
MECON LIMITED
DELHI 110 092



OIL & GAS SBU

**WORKS CONTRACT
TENDER FOR CIVIL,
MECHANICAL &
ELECTRICAL WORKS FOR
CONSTRUCTION OF CNG
STATION****MECON LTD, DELHI**

TITLE



Bid Document No.:

MEC/9999/05/E9/E/PBG/001

Index

Sl. No.	Description	Page
1	General.	
2	Scope	
3	Other Miscellaneous Work	
4	Area Classification.	
5	Job Specification.	
6	Statutory approval of works.	
7	Makes of equipments and materials.	
8	Inspection, testing and commissioning.	
9	Drawings, standard specifications and Installation standards.	

PREPARED BY:**(Shifa Jindal)****CHECKED BY:****(Quasim Ahmad)****APPROVED BY:****(A Bhowmik)****ISSUE DATE :****Oct, 2021**

	OIL & GAS SBU	WORKS CONTRACT TENDER FOR CIVIL, MECHANICAL & ELECTRICAL WORKS FOR CONSTRUCTION OF CNG STATION	 MECON LTD, DELHI
TITLE		Bid Document No.: MEC/9999/05/E9/E/PBG/001	

1.0 GENERAL

1.1 Introduction

The intent of this specification is to define the requirements for the supply of equipment and materials (as required), erection, testing and commissioning of the electrical power distribution system e.g PDB, cable & UPS etc.

The work shall be carried out in the best workmanship – like manner, in conformity with these specifications, approved drawings and the instructions of the Engineer-in-charge from time to time.

The contract shall include clearing of temporary construction, waste materials and loose earth, which might get collected in and nearby the work site consequent of the execution of work under this contract.

1.2 Standards

The work shall be performed in conformity with, standard specifications and installation standards enclosed and code of practices of the Bureau of India Standards. In case of any conflict, the stipulations under this specification shall govern.

In addition, the work shall also conform to the requirements of the following:

The Indian Electricity Act, and the rules framed there under

The fire Insurance Regulations

The regulations laid down by the Chief Electrical Inspector of the state government / Central Electricity Authority (CEA).



The regulations laid down by the Factory Inspector.

The regulations laid down by the Chief Inspector of Explosives.

Any other regulations laid down by the Central, State or Local Authorities from time to time during the pendency of this contract.

1.3 Guarantee

The contractor shall guarantee the installation against any defects of workmanship and materials (supplied by the contractor) for a period of 12 months from the date of issue of the completion certificate. Any damage or defects connected with the erection of materials, equipments or fittings supplied by the contractor that may be undiscovered at the time of issue of the completion certificate, or may arise or come to light thereafter, shall be rectified or replaced by the contractor at his own expense as deemed necessary and as per the instruction of the Engineer-in-charge within the time limit specified by the Engineer-in-charge.

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The above guarantee shall be applicable for the quality of work executed as well as for the equipment / cable / fittings/ other material supplied by the contractor.

1.4 Site Conditions

The equipment offered and the installation shall be suitable for continuous operation under the following site conditions.

Max. / Min temperature	:	50°C/5°C
Max. relative humidity	:	90 %
Altitude	:	Less than 1000 m above MSL
Atmosphere	:	To withstand site conditions (Dry, dust storms during summer, Humid & Heavy Rainfall during Monsoon)

1.5 Power Supply Parameters :

i) For CNG MOTHER station & Other Equivalent Stations.

NORMAL POWER	415V AC, 3 Phase & Neutral
LIGHTING DISTRIBUTION (Normal)	230 V AC, 1 Phase
INSTRUMENTATION (UPS)	230 V AC, 1 Phase

2.0 SCOPE



2.1 SCOPE OF DESIGN & ENGINEERING

- 2.1.1 Submission of electrical equipment drawings for review/acceptance, preparation of site engineering drawings and details for installation works wherever applicable or required by the Engineer-in-charge, and submits to the Engineer-in-charge for review/acceptance.
- 2.1.2 Correction, updating and submission of all Owner's drawings for as-built status.
- 2.1.3 Obtaining clearance for energizing the complete electrical facilities covered under this tender and approval of installation and drawings from the Chief Electrical Inspector of the State Government/Central Electricity Authority and other statutory authority as required. This includes equipments installed or commissioned by others within the battery limit. This is for the purpose of obtaining a comprehensive approval in one go.

2.2 SCOPE OF SUPPLY



Following electrical equipment and material are in the contractor's scope of supply in this tender.

- 2.2.1 LV/MV power and control cable (XLPE – insulated armoured Al/Cu conductor 1/2/3/3.5/4

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core cables).

- 2.2.3 GI pipes, GI Cable-trays and accessories, cable markers, identifier tags, GI saddles and all other associated accessories for cable-laying.
- 2.2.4 FLP type double-compression nickel-plated brass cable glands, tinned- copper lugs, clamping material etc. for cable termination.
- 2.2.5 Supply of lighting system, including lighting fixtures, switches, sockets, PVC conduit to be laid in the concrete slab / other civil construction etc. in safe area. Piano reed type sockets complete with MDF Board & 10 pair cable etc. for indoor Telephones including LAN wiring etc.
- 2.2.6 Earthing and lightning system, including earthing pits, earth electrodes, earthing strips, grounding conductor of various sizes, Cu strip for flange jumper and Cu earth plates etc.
- 2.2.7 Safety equipment in the stations/terminals, like shock treatment charts, caution boards, first aid equipment, rubber mats, portable fire extinguishers, sand bucket etc.
- 2.2.8 Split Air Conditioners with stabilizer(If required).
- 2.2.9 Inverter for emergency power approx 1100VA(If required).
- 2.2.12 Cables between transformer LT terminals of transformer & load break fuse switch unit, cable supports, double compression cable glands, lugs etc. as required.
- 2.2.13 Supply of 250 A TPN, AC-23 duty fuse switch unit in outdoor type dust & weather proof steel enclosure.
- 2.2.14 Supply of PDB(LT Panel) of suitable rating for indoor type along with type tested by CPRI etc(By Govt agency).
- 2.2.15 Supply of UPS(Uninterrupted Power Supply) as per contract/tender specification.
- 2.2.16 Supply of Earthing System(Earthing Pit, G.I Strip, Earthing system including box for LCV) as per SOR.
- 2.2.17 Fabrication and supply of MS frames, supports, canopies and brackets for miscellaneous electrical equipments, including welding, supply of bolts, nuts etc for mounting and other necessary supplies, all inclusive of painting as specified.
- 2.2.18 Supply of Outdoor lighting fixture including pole etc as required.



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2.3 SCOPE OF INSTALLATION, TESTING & COMMISSIONING

- 2.3.1 Laying & termination of all LV/MV power and control cables laid in concrete-lined trenches, buried cable trenches, pipes, road crossings, pipe-racks etc.
- 2.3.2 Installation testing & commissioning of 415 V switch boards/PDBs/LDBs.
- 2.3.3 Installation, testing & commissioning of Cables between transformer LT terminals of transformer & load break fuse switch unit, cable supports, double compression cable glands, lugs etc as required.
- 2.3.4 Installation, testing & commissioning of 250A/125A TPN, AC-23 duty MCCB for outdoor type dust & weather proof steel enclosure.
- 2.3.5 Installation, testing & commissioning of UPS System.
- 2.3.6 Installation, testing and commissioning of lighting system in buildings.
- 2.3.7 Installation, testing and commissioning of street Lighting System/Outdoor Lighting system.
- 2.2.19 Installation, testing and commissioning of Earthing System(Earthing Pit, G.I Strip, Earthing system including box for LCV) material including lightning protection system as per SOR.
- 2.3.8 Installation, testing and commissioning of the contractor supplied materials.
- 2.3.9 Installation testing & commissioning of Inverter for emergency power.
- 2.3.10 All works relating to statutory approvals of the complete installation, from competent authority like CEA, DGMS, State electricity authority/Board etc, shall be in the scope of contractor.

3.0 OTHER MISCELLANEOUS WORKS

- 3.1 Preparation of buried cable trenches, including, back filling, compacting providing of brick protection by second-class bricks, spreading of fine river sand, including all supplies.
- 3.2 The job includes repairing of all civil works damaged during installation of electrical facilities.
- 3.3 The scope of work under this contract shall be inclusive of breaking of walls, floors and chipping of concrete foundations necessary for the installation of equipment, materials, and making good of the same.

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- 3.4 Minor modifications wherever required to be done in the owner free supplied equipments / devices to enable cable entry, termination, etc.
- 3.5 Sealing of opening made in the walls / floors for cables trays, cables, bus ducts, etc using acceptable practice and standards.
- 3.6 Supply and installation of all other accessories not specifically mentioned herein, but never the less necessary for completion of the job.

4.0 AREA CLASSIFICATION

Hydrocarbon handling areas have been generally classified as zone 1, gas group IIA/IIB as per IS: 5572, API RP-500, OISD - 113 and IP Rules. All equipments to be installed in these areas shall be suitable for the area classification with temperature class T3 (200°C), CMRI testing and approved by CCOE, DGFAS and having BIS license.

5.0 JOB SPECIFICATION

Various electrical works covered under this contract like equipment erection, cabling, lighting and grounding works, etc. shall be performed in accordance with specifications attached with this tender. (Certain clauses of specifications, which are applicable to equipments or system not covered under this contract, shall not be applicable).



Erection and commissioning of certain special equipments shall be performed in accordance with supplier's instructions and directions of the Engineer-in-charges under supervision by equipment supplier/s.

The equipments/materials to be supplied by the contractor shall conform to the requirements of the applicable specifications enclosed in the tender document.

6.0 STATUTORY APPROVAL OF WORKS

All works relating to statutory approvals of the complete installation, from competent authority like CEA, DGMS, State electricity Authority/Board etc, shall be in the scope of contractor.

The application on behalf of the owner for submission to Electrical Inspector / DGMS etc. along with copies of required certificates and drawings, complete in all respects, shall be prepared by the contractor and submitted to the Engineer-in-charge for onward transmission well ahead of time so that the actual commissioning of equipment are not delayed for want of inspection by the Electrical Inspector / DGMS. The actual Liaison work shall be arranged by the Contractor and necessary coordination and liaisons work in this respect shall be responsibility of the contractors. However, the Owner on submission of bills along with documentary evidence shall reimburse any fee paid to the statutory Authority in this regards.



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7.0 MAKES OF EQUIPMENTS AND MATERIALS

All equipments / materials supplied by the contractor shall be as per the list of approved makes enclosed with this document subject to submission of Certification and approvals.



8.0 INSPECTION, TESTING & COMMISSIONING

- All the equipment supplied and installed by the contractor shall be tested and commissioning as required and no separate payments shall be made. Contractor shall purposes. Any damage or defect noticed shall be brought to the notice of the engineer-in-charge.
- Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- The contractor shall carry out all the tests as enumerated in the technical specifications and as per applicable codes and standards.
- Before the electrical system is made live, the electrical contractor shall carry out suitable tests to establish to the satisfaction of engineer-in-charge that the installation of equipments, wiring and connections have been correctly done and are in good working condition and that it will operate as intended.
- All the tests shall be conducted in the presence of Owner/ Engineer-in-charge or his authorized representative unless he waives this requirement in writing. The contractor shall arrange all testing equipment necessary to carry out the test. The tests shall be recorded on approved Performa and certified records of the tests shall be submitted to Owner/ Engineer-in-charge.
- After the completion of all tests and rectification of all defects pointed out during final inspection, plant start-up trials would be commenced. During the start-up trials contractor shall provide skilled / unskilled personnel and supervision round the clock at his cost. The number and category of workmen and duration up to which required, will be decided by the Engineer-in-charge. Any defects noticed during the start-up trial relating to the equipment supplied and work carried out by the Contractor, will be rectified by the contractor at his own cost.
- Engineer-in- charge shall have the right to get these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately as desired.
- After the operating conditions are fully achieved in the plant and the other requirements as stated in the General Conditions of Contract are fulfilled, the contractor would be eligible for applying for a completion certificate.

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9.0 DRAWINGS, STANDARD SPECIFICATIONS AND INSTALLATION STANDARDS

- 9.1 The equipments / materials to be supplied by the contractor shall conform to the requirements of the applicable specifications. Also the installation of various material / equipment shall conform to the installation standards /norms.
- 9.2 The drawings accompanying the tender documents when read with specification shall depict the electrical system of the Terminal. These are indicative of the nature of work and issued for tendering purposes only. Purpose of these drawings is to enable the tendered to make an offer in line with the requirements of the Owner. Construction shall be as per drawings / specifications issued / approved by the Engineer-in-charge during the course of execution of work.
- 9.3 Conduit layout drawing in ceiling, wherever required, to be prepared by the contractor and shall be submitted for approval.
- 9.4 After the job completion, contractor shall prepare AS-BUILT drawings and documents, submit catalogues/manuals (O&M) of major brought out items like UPS, Inverter, HT Substation, Lighting fixture etc. Final certified as built drawings, documents and manuals etc shall be submitted by the contractor to owner in bound volume with one set in soft copy (CD) plus five sets of prints.

	OIL & GAS SBU	WORKS CONTRACT TENDER FOR CIVIL, MECHANICAL & ELECTRICAL WORKS FOR CONSTRUCTION OF CNG STATION	 MECON LTD, DELHI
TITLE	Electrical Check List	Document No. MEC/9999/05/E9/E/PBG/001	Page 1 of 1 REVISION 0

TO BE FILLED-UP BY TENDERER



Sl. No.	Description	Remarks
1.	No deviation from the Electrical Specification/ SOR	
2.	Filled up Annexure-IIA, IIB & IV of document no. MEC/DS/05/E9/071 (Data Sheet)	
3.	Un priced schedule of rate (SOR) enclosed.	
4.	List of similar electrical job undertaken during last three years has been enclosed with the offer.	
5.	List of electrical personnel employed, with their qualification & experience, has been enclosed with the offer.	
6.	Credential of electrical sub-contractor, enclosed with the offer.	
7.	Photocopy of Electrical Contractor's license – grade A has been enclosed with the offer.	

	OIL & GAS SBU	WORKS CONTRACT TENDER FOR CIVIL, MECHANICAL & ELECTRICAL WORKS FOR CONSTRUCTION OF CNG STATION	 MECON LTD, DELHI
TITLE	LIST OF TOOLS KITS AND INSTRUMENTS	ANNEXURE-A DOC NO. MEC/9999/05/E9/E/PBG/001	Page 1 of 1 REVISION 0

ANNEXURE-A

LIST OF TOOLS KITS AND INSTRUMENTS
(ONE SET PER FIVE NOS. STATIONS)

S. No.	ELECTRICAL INSTRUMENTS	Qty.
1	500 V Hand Driven Insulation Resistance tester (Make-Fluke, Megger, Motwane)	01 No.
2	Earth Tester Kit, complete with electrodes and connector (Make-Fluke, Megger, Motwane)	01 No.
3	Digital Tong Tester for A.C. & D.C. current measurement (Make-Rishabh, Fluke, Matwane)	01 Nos.
4	Digital Multimeter (Make-Rishabh, Fluke, Motwane)	01Nos.
4	Hand Drill Machine (Make-Bosch)	01 No.
5	Fuse Puller	01Nos.
6	Manual Crimping Tool with accessories for cable size up to 185 mm ²	01 No.
One no. of tool box to be provided at each control room building. Tool box should contain at least the following tools.		
<div> A)Slides wrench -2 Nos. (12” & 8”) B)Ring Spanner-1Set C)DE Spanner-1Set D) Pipe wrench-1Set (14”) E) Screw Driver-1Set F) Electrician screw driver-1 Set G) Millimeter -1No H) Allen Key - 1Set I) Drilling machine (1000 Watt) with multipurpose toolkit-1Set J) Industrial Electric Extension Board. (Make-Anchor or equivalent) -1 No. </div>		

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ELECTRICAL

LIST OF SUPPLIERS OF MAJOR BOUGHT-OUT ITEMS

Air Conditioner

- 1. O General
- 2. Daikin
- 3. Hitachi

Batteries (Lead Acid)

- 1. Amco Batteries Ltd.
- 2. Exide Industries Ltd.
- 3. HBLNIFE Power System Ltd.
- 4. Amara Raja Batteries Ltd.

Batteries (Nickel Cadmium)

- 1. Amco Batteries Ltd.
- 2. HBLNIFE Power Systems Ltd.

Batteries Charger/DC-DC Converter



- 1. Amara Raja Power System(P)Ltd.
- 2. BCH.
- 3. Chhabi Electricals Pvt. Ltd.
- 4. Caldyne Automatics Limited
- 5. Dubas
- 6. HBL Nife Power Systems Ltd.
- 7. Universal Industries Products
- 8. Universal Instrument Mfg Co Pvt Ltd

Cable – Fire Alarm & Communication Cables

- 1. Cords Cable Industries Ltd.
- 2. CMI
- 3. Delton cables Ltd.
- 4. ELKAY Telcelinks
- 5. KEI Industries Ltd.
- 6. Reliance Engineers Ltd.

Cable – HT(XLPE)

- 1. Universal Cable Ltd.
- 2. KEI Industries Ltd.
- 3. *Industrial Cables*
- 4. *NICCO Corporation Ltd.*
- 5. Uniflex
- 6. Polycab.
- 7. Torrent cables Ltd.

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Cable – LT Power and Control

1. Cords Cable Industries Ltd.
2. Universal Cable Ltd.
3. KEI Industries Ltd.
4. Havells.
5. Delton
6. Elkay Telelinks
7. Evershine Electricals
8. Ecko
9. Ravin
10. Rallison.
11. Suyog
12. Netco
13. Uniflex
14. Paramount
15. Gloster
16. Associated cables Pvt Ltd.
17. CMI
18. Gemscab
19. Industrial cables
20. NICCO
21. Polycab
22. Torrent

Cable – Gland

1. .Baliga
2. .Comet
3. Flexpro
4. Flameproof
5. FCG
6. Electro Werke
7. Dowels
8. CCI

Cable – Lugs



1. Dowels
2. Jainson
3. Ismal

Cable – Tray

1. Ercon Composites
2. Yamuna Power & Infrastructure Ltd.

Cable Termination and Jointing Kit

1. CCI
2. Raychem
3. M-Seal

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Ceiling/Exhaust/Pedestal Fans & Circulators

1. Bajaj Electricals Ltd.
2. Crompton Greaves Ltd.
3. Khaitan Electricals Ltd.
4. Havell’s

Contractors – AC Power

- 1 Andrew Yule
- 2 ABB
- 3 BHEL
- 4 C&S
- 5 Havell’s
- 6 L&T
- 7 Schneider
- 8 Siemens Ltd.
- 9 Telemechanique

Control Transformer

1. AE
2. Indushree
3. Intra Vidyut
4. Kalpa Elektrikals
5. Transpower Industries Ltd.
6. Siemens

DG Set

1. Sterling and Wilson.
2. GD ankalesaria.
3. Deev Genset.
4. Jackson
5. Sudheer Gensets.
6. Power Engineering(India) Pvt Ltd.



Earthing Materials

1. Rukmani Electrical & Components Pvt Ltd.
2. Indiana Grating Pvt Ltd.
3. Jef Techno Solutions Pvt Ltd

Flame proof LDB’s/ JB,s/Control Station/ switches

7. FCG
8. Sudhir
9. Prompt Engineering Works
10. Flame Proof equipments pvt. Ltd.
11. Baliga Lighting Equipments Pvt. Ltd.
12. Flexpro Electricals Pvt. Ltd.

High Mast

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1. Bajaj Electricals Limited
2. Crompton Greaves Limited.
3. Philips India Limited
4. Surya Roshani

High Voltage PCC/ MCC panels

1. BHEL
2. Control and Switchgear
3. Siemens
4. Tricolite Electrical Industries
5. Schneider
6. CGL
7. L&T

Indicating Lamps

- Alstom Ltd.
- BCH
- L&T Ltd.
- Siemens Ltd.
5. Vaishno Electricals

Indicating Meters



1. ABB
2. AMCO
3. AE
4. Alstom Ltd. (EE)
5. Conzerv/Schneider
6. Elecon Measurement Pvt. Ltd.
7. HPL Electric & Power Pvt. Ltd.
8. MECO Instruments Ltd.
9. Minilec
10. Rishabh Instruments Pvt. Ltd.
11. Trinity energy system
12. kaycee
13. Salzer

Lighting Fixtures

1. GE Lighting Pvt. Ltd.
2. Bajaj Electricals Ltd.
3. Crompton Greaves Ltd.
4. Philips India Ltd.

Lighting Fixtures – Flameproof

1. Bajaj Electricals Ltd.

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- Baliga Lighting Equipment Pvt. Ltd.
- Crompton Greaves Ltd.
- CEAG Flameproof Controlgear Pvt. Ltd.
- Flexpro Electricals Pvt. Ltd.
- Philips India Ltd.
- Sudhir Switchgears Pvt. Ltd.
- FCG.

Miniature Circuit Breakers (MCBs) and Lighting DB

- ABB
- Hagger
- Havell’s India Ltd.
- Indo Asian Fusegear Ltd.
- Legrand
- MDS Switchgear Ltd.
- Schneider
- Siemens Ltd.
- HPL

Moulded Case Circuit Breaker (MCCBs)



- ABB
- Andrew yule
- Larsen & Toubro
- Schneider
- Siemens
- Control and Switchgear

Protection Relays – Thermal

- BCH
L&T Ltd.
Siemens Ltd.
- Telemenchanique & Controls (India) Ltd.

Low Voltage Power Control Center (PCC)/ MCC/ PDB/ MLDB/ LDB

- ABB
- BCH
- C & S
- Elecmech Switchgear & Instrumentation
- KMG ATOZ
- L&T
- Pyrotech Electronics Pvt. Ltd.
- Risha control Engineers Pvt. Ltd.
- Siemens
- Tricolite Electrical Industries

	OIL & GAS SBU	WORKS CONTRACT TENDER FOR CIVIL, MECHANICAL & ELECTRICAL WORKS FOR CONSTRUCTION OF CNG STATION	 MECON LTD, DELHI
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11. Unilec Engineers Ltd.
12. Vidyut Control India Pvt. Ltd.
13. Control and Schematic
14. Zenith Engineering

Push Buttons

1. BCH
2. Alstom Ltd.
3. L&T
4. Siemens Ltd.
5. Telemenchanique & Controls (India) Ltd.
6. Vaishno Electricals

Switches-Control

1. BCH
2. Easum Reyrolle Relays & Devices Ltd.
3. Alstom
4. Kaycee Industries Ltd.
5. L&T
6. Siemens Ltd.

Switches – 5/15A Piano/ Plate, Switch Socket

1. Anchor Electronics & Electricals Pvt. Ltd.
2. Kingal Electricals Pvt. Ltd.
3. North-West Switchgear Ltd.

Switch Socket Outlets (Industrial)



1. Alstom Ltd.
2. Best & Crompton Engineering Ltd.
3. BCH
4. Crompton Greaves Ltd.
5. Essen Engineering Company Pvt. Ltd.

Solar Modules

1. Tata BP Solar (I) Ltd.
2. REIL, Jaipur.
3. CEIL, Sahibabad.
4. HBL Power

Solar Street Lighting

1. Tata BP Solar (I) Ltd.
2. REIL, Jaipur.
3. CEIL, Sahibabad.

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4. HBL.

Terminals Blocks

1. Connectwell
2. Controls & Switchgear Co. Ltd.
3. Elmex Controls Pvt. Ltd.
4. Essen Engineering Co. Pvt. Ltd.

Tranformers

1. ABB
2. Andrew Yule
3. Areva
4. BHEL
5. Bharat Bijlee
6. Crompton Greaves
7. EMCO Ltd.
8. Intra Vidyut
9. Indushree
10. Indcoil
11. Kirloskar
12. Skippers Electricals
13. Transformers & Rectifiers (I) Ltd.
14. Voltamp

UPS System and Inverter

1. DB POWER
2. APLAB
3. KELTRON
4. HI-REL
5. DUBAS
6. Toshiba Corporation
7. Fuzi Electric Co Ltd
8. Synergy Systems

GI-Octogonal Pole

1. Bajaj
2. Transrail
3. Wipro

NOTE:- Item/Vendor,which are not listed above,shall be subject to prior approval from Client/Consultant.

-X-X-X-

Note-1

For procuring bought out items from vendors other than those listed above, the same maybe acceptable subject to the following:-

- a) The vendor/ supplier of bought out item(s) is a regular and reputed manufacturer/supplier of said item(s) for intended services and the sizes being offered is in their regular manufacturing/supply range
- b) The vendor should not be in Holiday list of GAIL Gas Ltd.
- c) Should have supplied at least 50% of required quantity or minimum 1 number whichever is higher of maximum size and rating of item(s) as required for intended services.


The bidder should enclose documentary evidences i.e. PO copies, inspection certificate etc. For above, along with their bids.

Note-2

For any other item(s) for which the vendor list is not provided, bidder can supply those item(s) from reputed vendors/suppliers who have earlier supplied the same item(s) for the intended services in earlier projects and the items offered is in their regular manufacturing/supply range

The bidder is not required to enclose documentary evidences (PO copies, inspection certificates etc.) along with their offer, however in case of successful bidder these documents shall be required to be submitted by them within 30 days from date of placement of order

QUALITY ASSURANCE PLAN (ELECTRICAL)

	CONTRACTOR		QUALITY ASSURANCE PLAN FOR ELECTRICAL EQUIPMENT				CLIENT:		PBG	
	ORDER NO. & DATE						PROJECT:		CNG & CGD PROJECT	
	SUB-CONTRACTOR						PACKAGE NO.			
	ORDER NO. & DATE						PACKAGE NAME		Electrical System	

INSTRUCTIONS FOR FILLING UP :

- QAP shall be submitted for each of the equipment separately with break up of assembly/sub-assembly & part/component or for group of equipment having same specification.
- Use numerical codes as indicated for extent of inspection & tests and submission of test certificates & documents. Additional codes & description for extent of inspection & tests may be added as applicable for the plant and equipment
- Separate identification number with quantity for equipment shall be indicated wherever equipment having same specifications belonging to different facilities are grouped together.
- Weight in tonnes (T) must be indicated under column 5 for each item. Estimated weights may be indicated wherever actual weights are not available.

ABBREVIATIONS USED :

CONTR : CONTRACTOR

MFR : MANUFACTURER

CODES FOR EXTENT OF INSPECTION, TESTS, TEST CERTIFICATES & DOCUMENTS:

Code	Description	Code	Description	Code	Description	DOCUMENTS:
1.	Visual	12.	Routine test as per relevant IS other standard	23.	Short time rating	D1. Approved GA drawings
2.	Dimensional	13.	Type test as per relevant IS/ other standard	24.	Operational & functional check	D2. Approved single line/ schematic diagram
3.	Fitment & Alignment	14.	Impulse Test	25.	Over Speed Test	D3. Approved data sheet
4.	Physical Test (Sample)	15.	Partial Discharge Test	26.	Flame Proof Test	D4. Approved bill of materials
5.	Chemical Test (Sample)	16.	Heat run risc test/tempr.	27.	Clearance and creepage Distance	D5. Unpriced P.O. copy
6.	Ultrasonic Test	17.	Enclosure Protection Test	28.	Acceptance Test	D6. Calibration Certificate
7.	Magnetic Particle Test (MPT)	18.	Calibration	29.	Harmonics measurement	of all measuring instruments and gauges
8.	Radiography Test	19.	Noise & Vibration			
9.	Dye Penetration Test	20.	Test certificates for bought out components			
10.	Measurement of IR Value	21.	Tank Pressure Test			
	a) Before HV Test	22.	Paint shade verification			
	b) After HV Test					
11.	High Voltage test/Dielectric test					

EQUIPMENT DETAILS							INSPECTION AND TESTS						Test Certificates & documents to be submitted to MECON	Acceptance Criteria Standards /IS/ BS/ASME/ Norms and Documents	REMARKS / SAMPLING PLAN
Sl. No.	Description (With equipment heading, place of use, and Breif Specifications)	Identificatuin No.	Quantity		Manufacturer's Name and Address	Expected schedule of Final Inspection	Raw Material and inprocess stage inspection			Final Inspection/Test by					
			No/M	T			MFR	CONTR	MECON	MFR	CONTR/ TPI	MECON			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.	Power & Lighting Distribution Board		Set				1,2,3,4, 24, 27	-	-	1,2,3,12, 22, 24,27	1,2,3,12, 22, 24,27	1,2,3,12, 22, 24,27	D1, D2, D3, D4, D5, D6, 20, 12,13*,16	I.S.,Data Sheet, Specification, Approved Drawings	13* for similar rating
2	LT Power and Control Cable		Mt.				-	-	-	1,10,11, 12,13, 28	1,2,10,11, 12, 28	1,2,10,11, 12, 28	12,13,28 D3, D5, D6,	I.S., Data Sheet, Specifications & Test Certificate	13* for similar rating, Inspection to be done by TPI
4	UPS System		Set				1,2,3,4, 24, 27	-	-	1,2,3,12, 22, 24,27	1,2,3,12, 22, 24,27	1,2,3,11, 12, 16,22, 24,27	D1, D2, D3, D4, D5, D6, 20, 12,13*,16	I.S.,Data Sheet, Specification, Approved Drawings	16* Heat Run test upto temp stability.

For Manufacturer (Stamp & Signature) <div style="border: 1px solid black; width: 100px; height: 50px; margin: 10px auto;"></div>	For CONTR (Stamp & Signature) <div style="border: 1px solid black; width: 100px; height: 50px; margin: 10px auto;"></div>	For MECON (Stamp & Signature) <div style="border: 1px solid black; width: 100px; height: 50px; margin: 10px auto;"></div>
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	Q.A.P. NO. MEC/9999/05/E9/E/PBG/002
	SHEET 1 OF 1 R-0



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CONSTRUCTION OF CNG STATION (CGS, MOTHER
STATION, ON-LINE & DBS AT CACHAR, HAILAKANDI &
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MECHANICAL WORKS



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SCOPE OF WORK

CONTENTS

1. INTRODUCTION
2. SCOPE OF WORK (ACTIVITY-WISE)
3. DETAILED SCOPE OF WORK
4. GENERAL INSTRUCTIONS TO THE CONTRACTOR
5. REFERENCE SPECIFICATION, CODES AND STANDARDS
6. APPROVALS
7. STRUCTURES, SERVICES AND OTHER PROPERTY
8. SAFETY
9. PROGRESS OF WORK



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1. INTRODUCTION

M/s Purba Bharti Gas Private Limited is planning to execute City Gas Distribution activities in Geographical Areas (GA) of State of Assam for serving consumers of various sectors viz. Domestic, Automobile, Commercial and Industrial.

M/s Purba Bharti Gas Private Limited is constructing CGS, Mother Station, On-Line Station & DBS at Cachar, Hailakandi & Karimganj GA And Kamrup & Kamrup Metropolitan GA.

2. SCOPE OF WORK.

The broad scope of work under "Mechanical Works" is essentially but not limited to the following

- I. Laying of SS tube (Supplied by client as free issue item / Supplied by Contractor as a bought-out item) within trenches and testing **for CNG application.**
- II. Supply and Laying of SS (SS304) tube (within trenches) with all fixtures, fittings, isolation valves etc as required as per P&ID and testing **for instrument air application.**
- III. Erection of mechanical equipment (as per Drawings enclosed elsewhere in the tender).
- IV. Supply, erection & commissioning of miscellaneous items (like Air compressor for tyre inflating, Water cooler dispenser, Firefighting equipment like DCP, Sand bucket, CO2 extinguisher etc.)
- V. Complete work of supply of assorted Carbon Steel pipes, flanges, fittings, valves including all accessories & above ground piping work including radiography as per price schedule / Schedule of Rates (SOR) / drawings / specifications etc.

3. DETAILED SCOPE OF WORK UNDER THE PRESENT TENDER:

Detailed scope of work is divided under different sub-heads. List of sub-heads along with different activities (with brief specification) is evolved and estimated quantities are given. The tenderer has to quote on sub-head wise per unit rate as mentioned.

Generally the following shall constitute the Contractor's scope of work but not limited to as given herein:

3.1 SCOPE OF WORKS FOR LAYING, TESTING & COMMISSIONING OF SS TUBING

- 3.1.1 Receiving of materials from stores (only free issue items) /Supply of SS tubes as per MECON specification no. MEC/TS/05/25/035.



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- 3.1.2** Laying of SS 316 tubes with SS ferrule fittings and SS ball valves (within trenches) supplied by Client as free issue items(or supplied by tenderer as per MECON specification no. MEC/TS/05/62/047A& MEC/TS/05/62/048) for CNG application.
- 3.1.3** Supply and Laying of SS304 tubes (within trenches) with all ferrule fittings, isolation valves and reducers ($\frac{1}{2}$ " to $\frac{1}{4}$ " OD) etc. as required as per P&ID for instrument air application. These tubes shall be painted with blue colour for a bandwidth of 25 mm at every 300 mm apart to differentiate them from SS 316 main tubes (for CNG) running into the same trench.
- 3.1.4** SS tubes shall be clamped to the existing MS Angle (within trench) at every 1000mm using U-clamps (galvanized) of any approved make. **It is not permitted to flatten tubes for clamping purpose.**
- 3.1.5** MS Angle and U-clamps (galvanized) shall be isolated by rubber gaskets.
- 3.1.6** Carrying out pneumatic testing as per approved procedures; providing all tools, tackles, instruments, manpower and other related accessories for carrying out the testing of tubes.
- 3.1.7** Submission of final material appropriation statements for all the materials issued by OWNER/ENGINEER-IN-CHARGE, returning surplus material to Owner stores, reconciliation of free issue material/ consumables and obtaining 'No Objection Certificate' from Owner/Engineer-in-Charge

3.2 LOADING, UNLOADING, TRANSPORTATION & ERECTION OF MECHANICAL EQUIPMENT

- 3.2.1** Receiving of material from stores
- 3.2.2** Loading of material / equipment on a truck from stores and Safe transportation to various sites.
- 3.2.3** Unloading, placement and alignment on foundation—either on ground or above ground (+3.5m) on rooftop / platform top (cascades only).
- 3.2.4** Making Transit Insurance of equipment from stores to site.
- 3.2.5** All equipment transported shall be securely boarded and transported without causing any damage to equipment. Any damage caused during loading, transportation & unloading shall be recovered from the contractor.

3.3 SUPPLY,ERECTION&COMMISSIONINGOFMISCELLANEOUSITEMS

- 3.3.1 Air compressor(Pump):**Supply, erection (at location indicated by EIC), testing and commissioning of Air Compressor-cum-Pump with accessories such as dispensing stand, hose, nozzle, valves, connectors etc. complete with Automatic Intelligent Tyre Inflating M/C [AITIM] to supply compressed air for all type soft vehicles that visit the station for refueling of CNG or other purposes.
- 3.3.2 . Water Cooler:** Supply, erection (at location indicated by EIC), testing and commissioning of a Water Cooler with Accessories such as dispensing fountain,



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filter,deodorizer,electronicpurifier,draintray,drain tube,drain valve,strainer stand etc. to
hallsupply cold/hot drinking water for drinking purposes.

3.3.3 . Fire Fighting Equipment: Supply and installation of (at location indicated by EIC)
the following fire-fighting equipment in various CNG stations

3.3.3.1 4.5kg capacity CO2 type fire extinguishers with steel cylinder with discharge
valve conforming to **IS: 2878-1975**. Extinguisher shall be painted with red
enamel paint and hardware/bracket required for fixing to wall.

3.3.3.2 10kg capacity dry chemical powder (DCP) type fire extinguisher
(Manufacturing code **IS: 13849**) with extinguishers cabinet suitable for inverted
operation and fabricated from MS sheet internally protected with anticorrosive
treatment and hydraulically tested. Extinguishers shall be externally painted
with red enamel paint.

**3.3.3.3 75kg capacity trolley mounted dry chemical powder (DCP) type fire
extinguisher** (Manufacturing code **IS: 10658**) suitable for inverted operation
fabricated from MS sheet internally protected with anticorrosive treatment and
hydraulically tested extinguishers externally painted with red enamel.

3.3.3.4 Fire buckets, 9ltrs. capacity, made of galvanized mild steel (as per **IS: 2546**)
including supplying & fixing of **MS angle iron stand** to accommodate **4 nos.** of
Fire buckets and first fill with sand/water all complete as per direction of
Engineer In-charge. (Note: One set of Fire bucket consists of 4 buckets with
stand)

3.3.4 Taking over the site from OWNER/ENGINEER-IN-CHARGE; carrying out pre-
construction survey, making arrangement of safety, security, temporary water &
electrical connections, traffic detour etc. setting out the piping GAD by laying out the
plans at site.

3.3.5 Preparing QAP and taking approval from MECON including Welder's Qualification
Test, Internal Test Plan, Hydrostatic Test Procedures, SS Tube & Yard Pipe testing
& procedures.

3.3.6 To carry out all tests at work site, approved laboratory and place of
manufacture/fabrication; provide all test certificates from manufacturers & supplier
and offer inspection at all stages of procurement/construction.

3.3.7 To maintain and observe all statutory requirements with regards to labour laws
, taxation laws, local statutory rules and insurance requirements.

3.3.8 To hand over clear site to OWNER/ENGINEER-IN-CHARGE after removing all
debris subsequent to completed works as per scope.

3.3.9 To submit daily, weekly and monthly progress reports and to attend **review
meetings both at site and at project office** and other discussions with
Owner/Statutory Authorities.



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3.3.10 To transfer all **Test Certificates, warranties** /guarantees including maintenance/performance guarantees of various fittings/fixtures ,equipment/material and indemnify MECON/OWNER of any liabilities of payments/ dues to its suppliers ,manufacturers ,agents etc.

3.3.11 Marking all **as-built** details on construction/fabrication drawings/datasheets issued by OWNER/ENGINEER-IN-CHARGE and submission of as-built details and drawings in six sets.

4. General Instructions to the Contractor

4.1 **Plan and prepare a schedule for execution and work implementation as per** QA/QC plans to be approved by OWNER/ENGINEER-IN-CHARGE .Set out at site by carrying out a pre-construction survey; establishing the site deviations ,requirement of site modifications in construction drawings ,earth filling/cutting requirement etc.

4.2 Get from OWNER/ENGINEER-IN-CHARGE the latest revision of all documents/drawings at the commencement of work/ during the course of construction and execution of work at site.

4.3 In case any discrepancy is found between drawings & documents, the same shall be brought to the notice of the Engineer-in-charge be for execution of work and decision of the Engineer-in-charge shall be final and binding to the contractor without any extra cost implication to Owner.

4.4 The contractor has to make all shop drawings wherever necessary, at his own cost, and get it approved by OWNER/ENGINEER-IN-CHARGE be for commencement of that work at site.

4.5 Specification and descriptions of various items are for identification of material and works to be carried out under them. No cost shall be quoted against these unless mentioned.

4.6 Quantities as mentioned are indicative and can have a variation from the quantities actually executed. The contractor is advised to work out the breakup of individual work items and quantities at his own be for quoting any rates. OWNER is not liable for any discrepancies in the quantities and no extra time or cost shall be granted on this pretext.

4.7 The contractor has to obtain all types of statutory approvals including 'C' form, 'D' form, completion certificate, approval from electrical inspector for electrical work and DG set, electrical connection, water connection, fire department etc. and all other approvals that might be required to commission the station, from various relevant authorities during the course of work and after completion of works in co-ordination with OWNER/ ENGINEER-IN-CHARGE without any cost implication to OWNER.

4.8 The contractor has to arrange all tools and plants, site fencing material, lighting arrangements, store, electricity and water at his own cost.

4.9 The contractor should quote keeping this in mind that nor equest for escalation in the cost shall be entertained under any circumstances by Owner after placement of order



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- 4.10** The tender contain a set of key tender purpose drawings/ data. These information /details are for “Tender Purpose only”. The tenderer should visit each location and acquaint himself with site conditions of each site. No deviations and/or claims what so ever of any kind and nature would be admissible.
- 4.11** The work shall be carried out in city conditions and generally closet other roads and public services conveying a considerable volume of vehicular traffic and human activity. It is deemed necessary that the tenderer considers the “SAFETY” as the MOST IMPORTANT aspect of working conditions and is required to include in his of feral costs (direct and indirect) towards observance, compliance and provision of all safety appurtenances and norms.
- 4.12** Receiving SS tubes, fittings and other free issue items from OWNER stores and bringing it to site, keeping proper care of, storing the same till the yard used for construction and returning the unused material to the store.
- 4.13** Installing site markers, warning signs, fencing etc. and cleaning all unserviceable materials, debris to designated disposal are a sand obtain a No Dues Certificate from the concerned authorities.
- 4.14** Handing over the completed works to OWNER for their operation/use purposes.
- 4.15** The Contractor has to prepare As-Built drawings, shop drawings, fabrication drawings and submit them a long-with test certificates, guarantee cards/warranty cards/service schedule any other purchase documents/literature for all equipment/fixtures/fittings installed at the time of completion of work.
- 4.16** Any other activity(ies) not mentioned/covered explicitly above, but otherwise required for satisfactory completion/ operation/ safety/ statutory/ maintenance of the works shall also be covered under the Scope of Work and has to be completed by the Contractor within specified Schedule of Items of Works at no extra cost to OWNER.
- 4.17** The contractor has tore turn all the drawings issued to him from time-to-time along with the final bill to OWNER/ENGINEER-IN-CHARGE after marking As-built dimension sand details. The contractor is not permitted to make copies of any drawing/document provided to him.

5. REFERENCESPECIFICATION, CODESANDSTANDARDS

The contractor shall carry out the working accordance with this Specification, approved construction drawings issued by OWNER, MECON's Engineering Standards or relevant BIS code as might be required.

Should the Contractor find any discrepancy, ambiguity or conflict in or between any of the Standards and the contract documents, then this should be promptly referred to the Engineer- in-charge (EIC) for his decision, which shall be considered binding on the contractor.

6. APPROVALS



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Approval in principle for all work should be obtained from EIC prior to execution. To ensure smooth execution of the work on a day-to-day basis it will be the Contractors responsibility to liaison with EIC/concerned engineer and obtain necessary approvals

7. STRUCTURES,SERVICESANDOTHERPROPERTY

7.1 Protection of Structures and Utilities

The Contractor shall at his own cost, support and protect all buildings, walls, fences or other structures and all utilities and property which may, unless so protected, be damaged as are sult of the execution of the works. He shall also comply with the requirements in the specification relating to protective measures applicable to particular operations or kind of work.

7.2 Interference with Traffic, Street Drainage and General Public

The Work shall be executed in such a manner as to cause a minimum of in convenience to persons requiring to use public or private roads, lanes, thorough fares, walkways, rights of use or passages through which the works are to be executed. Closure of roads, etc. shall not be permitted without the approval of the EIC.

The contractor shall conduct his operations at all times, with a view to minimizing as far as practicable noise from construction and other objection able nuisances (e.g.oil leakage, smoke, fumes.)

8. SAFETY

The Contractor shall conform to the requirements out lined in Preamble for safety requirements. In addition, the Contractor shall observe safe working practices in the storage and handling of pipes, SS tubes, flammable fluids, etc. and ensure that smoking or naked flames are not permitted in the vicinity when these works are being executed.

The Contractor shall also protect all work sites with warning signs, barricades and night lighting.

The contractor should ensure that the workers wear safety shoes and helmets while carrying out any work under the present scope.

Where the EIC determines that the Contractor is performing the working an unsafe manner, he may suspend the work until the Contractor takes corrective action.

Since the work shall be carried out in city conditions and generally closet ot he highways/ roads and public services conveying a consider able volume of vehicular traffic and human activity, it is deemed necessary that the tenderer considers the "SAFETY" as the MOST IMPORTANT aspect of working conditions and is required to include in his offer all costs (direct and indirect) towards observance, compliance and provision of all safety appurtenances and norms.



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9. PROGRESS OF WORK



The Contractor shall proceed with the Work under the Contract with due expedition and without delay.



The EIC may direct in what or at what time the various stages or parts of the work under the Contract shall be performed.



If the Contractor can reasonably comply with this direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall not if the EIC in writing giving reasons.



SECTION 5: SCHEDULE OF RATES



[(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-portal.)]



		SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))					Tender No.:		
		05/51/23VM/PBGPL/001-iv (PART-A)							
Item No	Description of items	Unit	Qty.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)			
	SITE CLEARANCE								
CIV-01	SITE CLEANING AND LEVELLING, REMOVAL OF MALWA, BUSHES, TREES UP TO 30 CM GIRTH ETC.								
a)	Clearing of site by removal of debris, malba, grass, cleaning bushes including uprooting of rank vegetation, green bush wood, trees and saplings of girth upto 30 cms (measured at a height of 1m above ground), including disposal of unserviceable material at an un objectionable place, stacking of serviceable material as per instruction taking all necessary precautions for safety of existing structures, service lines etc. all necessary tools, tackles and safety barricades shall be arranged by the contractor.	SQM	1100						
	Note:								
	1. Rate includes cost of all labour, tools, tackles, hire charges, royalties, levies, leads, loading/unloading, transportation, water, electric power, illumination etc. complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.								
	EARTH WORK								
CIV-02	EARTH WORK IN EXCAVATION/ SITE GRADING AND BACKFILLING								
a)	Earthwork in excavation in all kinds of soil including soft rock upto 3.0 M depth (excluding rock requiring excavation by mechanical means) and including all lifts, in both wet and dry conditions, dewater-ing of surface and subsurface water, shoring, planking and strutting (if required) including backfilling with approved earth and compacting in layers of 15 cm within any lead as directed with watering, ramming and compacting thoroughly each layer disposal/stacking of surplus excavated soil and unserviceable earth etc. within any lead and as per technical specifications and direc-tion of the engineer in charge.	CU.M.	1050						
b)	Same as above for more than 3.0 M depth.	CU.M.	350						



	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
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	<u>SITE CLEARANCE</u>						
C)	Earth work (in all types of Rocks) in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 500 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed	CU.M.	1050				
	Notes:						
	1. The Contractor shall take into account in his rate, the provision for excess excavation required for necessary working space, cutting in slopes etc., which may be required for excavation and other allied works and refilling the side slopes and working space in layers as per requiremet.						
	2.Rate to include cost of all labour, tools, tackles, equipment, hire charges, shoring, bailing and pumping out water etc. with all bye works and sundry works complete in all respects.						
	3. To be read in conjunction with relevent clause of PJS						
	(The measurement for payment shall be for the theoretical exca-vation volume only as per drawing i.e. for the volume of the block of the excava-tion having the depth and maximum bottom dimensions as per drawing after deducting corresponding quantity of hard rock if any paid sepa-rately under respective items. The contractor shall take into account in his rate the provision for any excess excavation for necessary working space, steps, sloping etc required for excavation safety and other allied works and refilling the side slopes/working space etc.).						
CIV-03	<u>EARTH WORK IN FILLING</u>						
a)	Earth work in filling with good quality borrowed earth (from approved source) in the layers of 150 mm and compacted up to 90% (Proctor Compaction Test) to its Maximum Dry Density (Optimum Moisture Content by means of roller of different kinds depending on the soil characteristics) up to 3 m depth and any plan dimension including all testing, watering, rolling each layer with 1/2 tonne roller or wooden or steel rammers, and every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing / filling up ground depressions etc. complete in all respect as per scope of work, detailed construction drawings, as per technical specifications and directions of the Engineer-in-charge.	CU.M.	1300				



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	<u>SITE CLEARANCE</u>						
b)	Same as above for more than 3.0 M depth.	CU.M.	450				
	Notes:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, cost of borrow earth by way of royalties, right of way, cess, and backfilling using serviceable earth in all conditions, etc.						
	2. To be read in conjunction with relevent clause of PJS						
CIV-04	<u>SAND FILLING</u>						
	Supplying and filling Sand in 150 mm thick layers watering, rolling, ramming, consolidating and dressing the surface including cost of sand (zone-II/Zone-III sand only) complete in all respect as per scope of work, detailed construction drawings as per technical specifications and directions of the Engineer-in-charge.	CU.M.	500				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, all leads, transportation, loading/unloading, levies towards disposal of surplus/unserviceable earth, borrow earth including compaction and making required slopes and berms, working space etc. with all bye works and sundry works.						
	2. Only plan dimensions as per drawing and true levels & net volume after compaction are measurable for payment purpose.						
	3. To be read in conjunction with relevent clause of PJS.						
	<u>CONSTRUCTION WORK</u>						
CIV-05	<u>BRICK WORK IN SUB STRUCTURE</u>						
	Providing and construction and handing over brick masonry work with brick class designation M-5.0 of IS:1077 in Cement Mortar 1:4 (1cement : 4 coarse sand) below DPC including weep holes, excavation and backfilling with serviceable earth, complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.	CU.M.	135				
	Note:						



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	<u>SITE CLEARANCE</u>						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, 1st class bricks (strength not less than M-5.0, other minor construction materials, DPC, shuttering, staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, finishing, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works.						
	2. Only net brick masonry volume as per drawing are measurable for payment purpose.						
	3. To be read in conjunction with relevent clause of PJS.						
CIV-06	BRICK WORK IN SUPER STRUCTURE						
	Providing and construction and handing over brick masonry work with brick class designation M-5.0 of IS:1077 in Cement Mortar 1:4 (1cement : 4 coarse sand) in superstructure, detailed construction drawings , technical specifications and direction of Engineer-in-charge.	CU.M.	250				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, 1st class bricks (strength not less than M-5.0), other minor construction materials, shuttering, staging, shoring/strutting, finishing, etc. with all bye works and sundry works.						
	2. Only net brick masonry volume as per drawing are measurable for payment purpose.						
	3. To be read in conjunction with relevent clause of PJS.						
CIV-07	PLAIN CEMENT CONCRETE						
	Providing, laying in position, construction and handing over of PCC in all types of concrete works including levelling courses below foundations, mass concrete works, chambers, cable trench, under floors and any other locations (which are not covered as part of respective items of SOR) , at all levels and locations etc complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.						



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	SITE CLEARANCE						
	a) PCC M-15 (1:2:4) [1 Cement : 2 coarse sand : 4 stone aggregate 20 mm nominal size]	CU.M.	28				
	b) PCC M-10 (1:3:6) [1 Cement : 3 coarse sand : 6 stone aggregate 40 mm nominal size]	CU.M.	70				
	c) PCC M-5 (1:4:8) [1 Cement : 4 coarse sand : 8 stone aggregate 40 mm nominal size]	CU.M.	28				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, coarse sand and coarse aggregates, other minor construction materials, shuttering, staging, shoring/strutting, finishing, etc. with all bye works and sundry works.						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-08	REINFORCED CEMENT CONCRETE IN SUB STRUCTURE WORKS						
	Providing and laying RCC (reinforced cement concrete) of grade M-25 with 20mm and down grade crushed stone aggregate in all types of sub-structures like foundations, beam, columns, pedestals, pedestal bases, cable trench, shuttering, supplying etc. at all depths and levels complete as per drawings, specifications and directions of the Engineer-in-charge.	CU.M.	380				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement including sulphate resistant cement for sub-structures if required,excavation, other minor construction materials, shuttering , staging, testing of concrete, curing etc. except reinforcement steel with all bye works and sundry works complete).						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-09	REINFORCED CEMENT CONCRETE IN SUPER STRUCTURE WORKS						



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	SITE CLEARANCE						
	Providing and laying RCC (reinforced cement concrete) of grade M-25 with 20 mm and down grade crushed stone aggregate in all types of super-structures like slab,columns, beams, pedestals, pipe supports, shuttering, supplying etc. at all heights and levels complete as per drawings , specifications and directions of the Engineer-in-charge.	CU.M.	300				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, coarse sand and coarse aggregates, other minor construction materials, shuttering, staging, shoring/strutting, testing etc. all bye works and sundry works.						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-10	REINFORCEMENT STEEL						
	Supplying and Fabricating and Fixing in position HYSD Steel Reinforcements/ TMT Grade Fe-415/500 conforming to IS1786-1985 at all levels and positions including the Cost of transport, Straightening, Cutting, Bending, Cranking, Binding, Welding, Provision of necessary Chairs and Spacers, Preparation of bar bending schedule and getting the same approved by EIC etc., complete as per Drawings and Specifications and including Cost of binding wire, Labour etc., all complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge. The chairs and spacer bars provided will not be Measured for payment.	MT	70				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as reinforcement steel,binding wire etc. with all bye works and sundry works complete.						
	2. Chairs, laps, spacers, wastage etc. shall be to contractor's account.						
	3. To be read in conjunction with relevent clause of PJS.						
CIV-11	BOUNDARY WALL						



	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
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	SITE CLEARANCE						
	Providing, constructing and finishing of compound wall in RCC frame structure with 300mmx350mm column size at an interval of 3.0 m or as specified and height 2.1m with infill brick masonry 230 thk , 900mm high Y angle frames with Concertina coils and RBT tape as specified as per scope of work and detail construction drawings, including plastering, coping, painting, whitewash,concertina coil, finishes all complete as per technical specifications and direction of the Engineer-In-Charge.	Rm	380				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, RCC M25, concertina coil finishes, bitumen, Y angle, other minor construction materials, shuttering, staging, coping, expansion gap filling with "Capcell" armoured board of "Supreme" make or equivalent and white sealant material, plastering,painting and all other sundry works.						
	2. Foundation/ sub-structure to be paid separately in item for , R/F and RCC substructure vide respective item.						
	3. To be read with in conjunction with Particular Job Specification and tender drawing no. MEC/05/11/STD/022.						
	4.Reinforcement for columns and beam for superstructure shall be paid separately in respective SOR item.						
CIV-12	BUILDING WORKS						
	Construction & handing over of Utility/Office building complete in all respect as per drawng (to be supplied by Owner) and as per scope, technical specification and directions of Engineer-in-charge.						
	A) Super Structure (Above Plinth Level)						
	(Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, 75 grade bricks, R/F steel, inserts, bolts, conduits, finishes, other minor construction materials, shuttering, staging, masonry work, plastering, painting, false ceiling, flooring/ false flooring, water proof treatment on roof, anti termite treatement below foundation and floors, plumbing, sanitation, electrics etc. with all bye works and sundry works complete in all respects).						
	1. 40% on casting of roof and completion of brickwork upto roof level.						



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	SITE CLEARANCE						
	2. 50% on completion of all plumbing, sanitation, electrical, false ceiling, flooring, water proof treatment on roof, sewerage & finishing works inside and outside of the building.	SQ.M.	630				
	3. 10% on handing over of the completed building to the owner.						
	B) Sub-Structure (Below Plinth)						
	(Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, 75 grade bricks, other minor construction materials, shuttering, staging, earthwork in excavation and backfilling using serviceable earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, PCC, RCC Reinforcement Steel etc.).						
	1. All above Sub structure items like PCC, RCC & Reinforcement Steel shall be paid separately as per respective SOR items.						
	(For payment purpose refer tender drawing for Building works enclosed vide drawing number SKT NO. MEC/05/11/STD/CNG/001)						
	Utility/Office building – Control room ,Office room, Store Room, UPS, Panel Room, Battery Room, Electrical Room etc						
	(To be read in conjunction with relevent clause of PJS)						
	NOTE: The following points may be taken care during construction of office building and while submitting offer.						
	1). Plastering in external work (20mm thick) and internal work (12mm thick) with chicken wire mesh and using Sikacim liquid water proofing and mortar admixture or equivalents in 1:4 (1 Cement : 4 Sand) cement mortar.						
	2). Plastering in ceiling 6mm with Sikacim liquid water proofing and mortar admixture or equivalents in 1:4 (1 Cement : 4 Sand) cement mortar.						
	3).Flooring work with Sika Wet Room Solution system or quivalents in WC/ Bath/Office building/ UPS / Battery room.						
CIV-13	BORE WELL						
a)	Supply,laying,drilling and commissioning of G.I.Bore well of 150 mm diameter and up to 100 m depth including submersible pump with all accessories, panel, wiring and all other works required to make it operational all complete in all respects as per scope of work and directions of the Engineer-in-charge.	NOS.	2				



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	<u>SITE CLEARANCE</u>						
b)	Extra over and above for more than 100 M depth.	Rm	100				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials including pipes, water meter, valves, boring, priming, cabling, pumps, clearing, earth work, etc. with all bye works and sundry works and consumables.						
CIV-14	SOAK PIT AND SEPTIC TANK						
	Providing and construction of septic tank and soak pit in brick masonry and base and top slab in RCC M25 complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	NOS.	2				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement including chemical resistant paint for sub-structures,providing and fixing reinforcement steel, bricks, inserts, bolts, covers, aggregates/ sand fill, conduits, finishes, bitumen, other minor construction materials, shuttering staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering, plumbing, sanitation, etc. with all bye works and sundry works.						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-15	Providing and laying non-pressure S&S NP2 class 450 Dia R.C.C. pipes with collars jointed with stiff mixture in the proportion of 1:2 (1 cement: 2 fine sand) including testing of joints etc complete.	RM	50				



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	<u>SITE CLEARANCE</u>						
	[1.Rate to including cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, RCC pipe, PCC on RCC pipes and manholes, jointing materials, other minor construction materials, shuttering, staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/ shuttering, bailing and pumping out water, masonry work, plastering, etc. with all type works and sundry works.]						
	[2. Only net length of RCC pipe laid excluding manhole will be measurable for payment. Manholes are included in this item.]						
	3. In case RCC/Brick box culvert is provided the payment shall be made under composite rates of respective items].						
	4. To be read in conjunction with relevent clause of PJS.						
	<u>FORECOURT</u>						
CIV-16	RCC FLOORING IN FORECOURT						
	Providing construction and handing over of 150 mm thick RCC (reinforced cement concrete) of grade M-25 with 20mm and down grade crushed stone aggregate forecourt over 100 mm thick PCC M-10 (1:3:6) & 150 mm thick stone soling (63mm to 90mm) with voids filled with coarse sand and murrum including reinforcement steel complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge.	SQ.M.	900				
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, concrete, R/F steel, earth work in excavation in cutting earth in all conditions, shuttering, expansion joint, boulders, PCC etc. with all bye works and sundry works. Cable and pipe trench area will be deducted from forecourt area.						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-17	WEARING COURSE OVER RCC FLOOR						
	Providing & laying in panels 50 mm thick M-25 (1:1:2) (1 cement, 1 fine aggregates, 2 (6mm) coarse aggregate) screed with wire mesh of 4 mm thick & 75 mm square over RCC floor, all complete as per scope detailed drawings, technical specifications and directions of the Engineer-In-Charge.	SQ.M.	800				



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	SITE CLEARANCE						
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, wire mesh of 4 mm & 75 mm square, screed M-25, shuttering, staging with all bye works and sundry works].						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-18	PROVIDING AND LAYING FLOOR HARDENER						
	Providing and laying heavy duty hardening compound over forecourt ("Diamond Plate" of STP/ "NITO FLOOR HARD TOP" of FOSROC/ "FloorTop ERIU" of CICO / "Floor Top Dura 999" of ROFF) to be laid in panels at all locations (Minimum coverage as per manufacturers specifications) complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-In-Charge.	SQ.M.	800				
	Note:						
	1.Rate to include all material, hardening compound, labour, tools, tackles, shuttering, transportation, water charges, curing etc. complete.						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-19	Providing and laying Sikaguard-63 or equivalents over RCC flooring in and around forecourt (to be laid in panels at all locations, minimum coverage as per manufacturers specifications) complete in all respects as per scope of work, detailed construction drawings, technical specifications of manufacturer and directions of the Engineer-In-Charge.	SQ.M.	800				
CIV-20	POLYSULPHIDE FILLING IN JOINTS						
	Providing and placing 12x12 (d) mm polysulphide sealant, over 12x38 mm thickness of Cap cell- of supreme make in the expansion joints in the panels of forecourt and other specified locations; including sand fill, edge preparation by machine cut, cleaning, drying complete in all respects as per scope of work, detailed construction drawings, site sketches, technical specifications and directions of Engineer-In-Charge.	RM	400				
	Note:						
	1. To be read in conjunction with relevent clause of PJS.						



	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
Item No	Description of items	Unit	Qty.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)	
	<u>SITE CLEARANCE</u>						
CIV-21	PROVIDING AND FIXING GRANITE STONE OVER DISPENSOR ISLAND						
	Providing and fixing 20 mm thick polished, machine cut granite stone for dispenser islands of required size and approved quality laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement , mixed with matching pigment, epoxy touchups, including rubbing, making edge moulding, curing etc all complete as per detailed construction drawings , technical specifications and directions of the Engineer-In-Charge.	SQ.M.	90				
	Note:						
	1. Rate to include all labour, tools, tackles, hire charges, water charges etc complete.						
CIV-22	PAVER BLOCK FLOORING						
	Supplying and laying of Cement Concrete inter locking paver block 80 mm thick, I shape or as any other approved shape, rough finish, M-40 strength of approved brand laid over the sand bed of minimum 100 mm thick. The CC interlocking blocks to be of uniform Grey colour or as approved by EIC complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge.	SQ.M.	1050				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such paver blocks, sand, earth work in excavation in cutting earth in all conditions, shuttering with all bye works and sundry works. Cable and pipe trench area will be deducted from paved area.						
CIV-23	SINGLE S.S.TUBE TRENCH IN FORECOURT						
	Providing and construction of Single SS tube trench in brick masonry over the 100 mm thick PCC (1:3:6) base with precast SFRC cover of 600x550X70 mm thk. along with edge angle (ISA 75x75x6) and fixing of ISA 50x50x6 for supporting pipe trays @ spacing of 1000 mm c/c along the trench, including 12 mm in CM 1:5 plastering of walls of trenches complete in all respect as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge. I	RM	110				
	Note:						



	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
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	SITE CLEARANCE						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, bricks, Edge angle, angle for supporting pipe trays, precast SFRC covers (600X550X70), aggregates / sand , finishes, bitumen, other minor construction materials, shuttering , staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works].						
CIV-24	DOUBLE S.S.TUBE TRENCH IN FORECOURT						
	Same as above for Double SS tube trench.	RM	65				
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, bricks, Edge angle, angle for supporting pipe trays, Precast SFRC covers (600X550X70), aggregates / sand , finishes, bitumen, other minor construction materials, shuttering , staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works.						
CIV-25	Plaster in CM 1:4						
a)	a) Providing and laying 12 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	SQM	115				
b)	a) Providing and laying 20 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	SQM	210				



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	SITE CLEARANCE						
c)	a) Providing and laying 6 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge. [Rate to include materials, scaffolding, tools & tackles etc complete.]	SQM	40				
CIV-26	Painting (APEX / Weather coat / Weather shield)						
	Supplying and applying 3 coats of Apex paint of Asian paints/ Weather coat of Berger paints/ Weather shield of ICI paints on external walls surfaces in approved colour at all heights as per scope of work and recommendations of manufacturer including surface preparation, primer putty etc. detailed construction drawings , technical specifications and directions of the Engineer-In-Charge. [Rate to include priming coat of putty, scaffolding, tools & tackles consumables etc complete.]	SQM	450				
CIV-27	Painting (OBD)						
	Supplying and finishing internal walls and ceilings in plaster of paris punning to achieve an even finish and applying 3 coats of Oil Bound Distemper of Asian paints/ Berger/ICI brand in approved colour including surface preparation, primer, putty etc. as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-In-Charge. [Rate to include priming coat putty, POP punning, scaffolding, tools & tackles etc complete.]	SQM	450				
CIV-28	White washing						
	White washing with Dehradun/Rajasthan lime in 3 or more coats to give an even finish including the cost of adding required adhesive (DDL), blue pigment (Robin Blue) etc. on walls, ceiling etc. complete in all respects as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge. [Rate to include whitening, scaffolding, tools & tackles etc complete.]	SQM	450				



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	<u>SITE CLEARANCE</u>						
CIV-29	KERB STONE FIXING						
	Providing and fixing precast concrete Kerb stones (125 wide X 300 deep) of M-30 grade or equivalent of approved make and shape at or near ground level as per approved pattern and setting in position with cement mortar 1:3 (one cement : 3 coarse sand) including the cost of required centering, shuttering and finishing smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) wherever required over 75 mm thick PCC M-10 levelling course, complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-In-Charge.	RM	450				
	Note:						
	1. Rate to include all labour, tools, tackles, factory manufactured & steam cured Kerb Stones, shuttering, transportation, water charges, earth work if any, PCC etc complete.						
	2. To be read in conjunction with relevent clause of PJS.						
	<u>MISCILLANEOUS OTHER ITEMS</u>						
CIV-30	ANCHOR BOLTS AND NUTS						
	Providing and fixing in concrete at all levels and positions, bolts with nuts and washers, pipe sleeves etc. including painting the exposed surfaces with two coats of approved paint, providing grease to exposed area of bolts, welding wherever necessary, complete as per drawing, specifications and instruction of engineer in charge (PCC blocks, jigs and fixtures will not be paid extra) and protecting the same till final erection.	Kg	650				
CIV-31	GROUTING WITH NON-SHRINKABLE COMPOUND						
	Providing and laying manually or by pumping at all positions a ready mix non-shrink cementitious grout of compressive strength specified below for specified works e.g. base grouting of rotating equipment and other installation complete in all respects as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-In-Charge.						
	a) Having compressive strength of 30 N/mm2	Per bag of 25 Kg	38				



	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
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	<u>SITE CLEARANCE</u>						
	b) Having compressive strength 45 N/mm2	Per bag of 25 Kg	38				
	[1) Approved makes are ACC, FOSROC, ROFF, SEIKA QUALCRETE.						
	2) Minimum coverage as per manufacturers recommendations shall be applied in absence of actual field consumption data.]						
	3. To be read in conjunction with relevent clause of PJS.						
CIV-32	PROVIDING AND LAYING CAP CELL BOARD						
	Providing and laying Cap cell of Supreme make board or equivalent sealing in expansion joints at all locations; including sand fill, edge preparation, cleaning, drying complete in all respects all respects as per scope of work, detailed construction drawings, site sketches, technical specifications and directions of Engineer-In-Charge.						
a)	25 mm thickness	SQ.M.	150				
b)	12 mm thickness	SQ.M.	150				
CIV-33	EXTERNAL DEVELOPMENT						
	Preparing the bed by scarifying and deweeding existing surface, placing humus earth mixed with manure/cow dung in the ratio of 8:1 for a depth of 30 cm, rough dressing, fine dressing, levelling and flooding with water, planting of selection 1 species of grass with 5 cm X 5 cm spacing as indicated by site incharge and thereafter maintenance and watering for 45 days including all labours, tools, tackle, complete.	SQ.M.	310				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as earth, plant material, manure, pesticides, earthwork etc., with all bye works and sundry works.						



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	<u>SITE CLEARANCE</u>						
	2. The rate to include all replacements, maintenance, watering etc. for 1 year.						
	3. To be read in conjunction with relevent clause of PJS.						
CIV-34	EXTERNAL SEWERAGE & STORM WATER PIPING						
	Supply, laying and commissioning RCC pipes of 150 dia/300 mm dia including earth cutting, filling, disposal of surplus earth, bed concrete, RCC pipe, SW gully trap/ chamber, grease trap, all complete in all respects as per scope of work, detailed drawings, technical specification and directions of the Engineer-In-Charge.						
	a) 150mm dia RCC pipe (NP-3 grade)	Rm	180				

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	SITE CLEARANCE						
	b) 300mm dia RCC pipe (NP-3 grade)	Rm	300				
	Note:						
	1. Only net length of RCC pipe laid in RM will be measurable for payment & Manhole provided will not be considered for payment I.e. included in this item.]						
	2. To be read in conjunction with relevent clause of PJS.						
CIV-35	INSERTS						
	Steel work welded in built up sections/framed work and embedded in concrete, including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc.as required.	KG	450				
CIV-36	STONE SOLING						
	Providing and laying stone ballast 40 to 115 mm size in layers upto 200mm thickness (wherever not covered in respective SOR items) with spreading & blinding material like sand, stone grit and compaction with mechanical means, watering etc. under floors/foundations as per drawings including cost of material complete in all respect as per scope of work, detailed construction drawings as per technical specifications and directions of the Engineer-in-charge.	CUM	370				
	Note:						
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, all leads, transportation, loading/unloading, levies towards disposal of surplus/unserviceable earth, borrow earth including compaction and making required slopes and berms, working space etc. with all bye works and sundry works.						
	2. Only plan dimensions as per drawing and true levels & net volume after compaction are measurable for payment purpose.						
CIV-37	Installation of Speed Breaker						



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	<u>SITE CLEARANCE</u>						
	supply and installation of high grade rubber and PVC made Speed Breakers at ingress and egress. Make, size and type shall be as per directions of Engineer-In-Charge	nos.	14				
CIV-38	Rain water harvesting system including bore well recharges etc Providing and construction of Rain Water Harvesting in brick masonry and base and top slab in RCC M25 complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge	nos.	2				
CIV-39	Supplying and laying G.I. (Medium Class) conduit pipes of the following diameters in required length and bending to required shape at all heights and locations to be embedded in concrete or masonry, and protruding out from the face, with threaded ends (if required) as shown in the drawings, with all bye-works complete as per specification and direction of the Engineer.						
	a) 65mm dia	RM	30				
	b) 100mm dia	RM	30				
	c) 150mm dia	RM	20				
	d) 250mm Dia	RM	10				
CIV-40	Providing and laying screed with cement concrete 1:2:4 (1 cement : 2 coarse sand :4 coarse aggregate) over roof using Ordinary Portland Cement 43 Grade (12 mm down graded coarse aggregate) with smooth finish and required slope (min. 50 mm thick & max. 125 mm thick).	Cum	14				

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	<u>SITE CLEARANCE</u>						
CIV-41	Providing and laying waterproofing membrane of Sikalastic, Dr. Fixit, or equivalent for Roof treatment, chajjah, fins and wherever required. All works shall be carried out as per specifications and manufacturer's instructions including all byeworks and at all heights and levels and also as per the directions of the Engineer Incharge.	SQM	70				
CIV-42	Supply and fixing structural steel plate, frames, MS Rounds, angles, channel, flat, chequered plate and grating over drain including cleaning dirts, rusts etc. prior applying two coats of primer and 3 coats of painting all as per specificatins and directed by the EIC.	MT	18				
CIV-43	Providing and fixing 18mm thick black/ coloured granite, gang saw cut mirror polished (premoulded and prepolished) machine cut for kitchen platforms, vanity counters,sills , facias,columns and similar locations of required size of approved shade and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.	SQM	200				
CIV-44	DEMOLITION OF R.C.C./BRICKS/STONE MASONARY						
	Site clearance by demolition of R.C.C./PCC/Brickwork/Stone Masonry/Stone Soling, Flexible pavements etc. along with removing the debris and disposal of unserviceable material to any lead and staking of serviceable materials, handing over serviceable material to concerned department if required as per technical specifications and direction of Engineer-in-charge.	CUM	50				
	Note:						
	1. Rate includes cost of all labour, tools, tackles, hire charges, royalties, levies, leads, loading/unloading, transportation, water, electric power, illumination etc. complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.						
	2. Demolition of RCC/PCC/Brick Masonry/Road will be paid in NET CUM as demolished.						
	3. Cutting of Trees						
CIV-45	PILING UNDER FOUNDATION						

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))					
		Tender No.:				
05/51/23VM/PBGPL/001-iv (PART-A)						
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	SITE CLEARANCE					
a)	Providing and fixing in position "Bored cast in situ RCC piles skin friction/end bearing type upto 500 mm diameter and 30 T capacity in M 25 Concrete " excluding the cost of reinforcement and getting the designs of same approved by TNGCL/ MECON including driving in ground at specified locations by using standard tools for constructing a rigid support base for supporting the pipe line, boundary wall, buildings etc including all bye works, complete as per drawings, specification and directions of the Engineer-in-charge.	RM	1500			
	Notes-1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials, shuttering, providing and fixing reinforcement steel testing etc. with all bye works and sundry works and consumables.					
	2. Reinforcement will be paid seperately in respective SOR item.					
b)	Vertical load testing of piles in accordance with IS 2911 (Part IV) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification & the direction of Engineer in-charge.					
	Single pile upto 30 tonne capacity					
	Initial test	Nos	4			
	Routine test	Nos	8			
	TOTAL FOR CIVIL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST)		
Place Date Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory Name : Designation : Seal :		

		SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))					
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1	2	3	4	5	6	7	8
		STEEL STRUCTURAL WORKS					
1	ST-1	Canopy in Structural Steel Supply, fabrication, erection and handing over of structural steel fabricated canopy [steel structures tentative weight @ 85 Kg/Sqm] with 0.6mm thick Zinalume/galvalume colour coated steel sheets for roof sheeting as per specification, including 0.6mm thk. cold rolled colour coated steel profile sheet of Trac (150F) Pre-Coated Steel false ceiling system, with powder coated finishes as per manufacturers instruction and specification, fascia, flashings, Rain Water Pipe, electrical cable pipe & Gutter, including surface preparation by mechanical cleaning including application of one coat of Zinc phosphate primer of DFT 35 microns at shop, second coat of Zinc phosphate primer of DFT 35 microns at site after erection and two coats of finishing paint of synthetic enamel of DFT 25 microns each per coat at site (Total DFT 120 microns). The work is to be completed in all respect as per technical specification of Canopy, scope of work, detailed construction drawings and directions of the Engineer-in-charge. (rectangular plan area shall be considered for measurement)	M ²	510			
	Notes:	1. The tentative weight of structural steel shall be 85 kg/m2 (only weight of Steel structures elements excluding sheeting and false ceiling) of canopy area. A variation of +/- 15% of structural steel weight shall be deemed included in the item. Any increase/decrease beyond this limit shall attract payment/deduction @ Rs. 80000/- per Tonne.					
		2. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as structural steel, purlins, nuts, bolts, washers, screws, seals, wire ropes, roof sheeting, flashing, fitting and fixtures, false ceiling system, gutter, rain water pipes, electrical cable pipe and bends, electrodes, edge colour coated sheets (for signage works), primer, paint and all consumables etc. with all bye works and sundry works complete in all respect.					
		3. Rate to exclude cost of electrical wiring for under lights and Signage works, supply & fixing of all electrical fixtures/materials, signage works & Civil Foundation.					
2	ST-2	Supply, fabrication & erection of Steel structure Supplying, Fabricating & Erecting in position steel structures fabricated from MS rolled section conforming to IS:2062 and/or from pipes conforming to IS:1161 for cascade supporting structures, loading/unloading platform, MS Gratings, Cat Ladder, handrails, hoardings for signages, LCV stand, etc. or any other structures required as per constructon drawings for completion of works, including surface preparation by mechanical cleaning including application of one coat of Zinc phosphate primer of DFT 35 microns at shop, second coat of Zinc phosphate primer of DFT 35 microns at site after erection and two coats of finishing paint of synthetic enamel of DFT 25 microns each per coat at site, including loading, transportation and unloading delivery at erection site of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension. The work shall be completed in all respect as per drawings, technical specification and direction of the Engineer-in-Charge.	KG	18500			
3	ST-3	Providing and Fixing Fencing Structure Supplying, fabricating & fixing of steel structural fencing fabricated from pipes conforming to IS:1161 and plates conforming to IS:2062 & fixing of GI weldmesh made from 3mm GI wire @ 75 mm bothways to structural steel frame by means of welding/bolting, including surface preparation by mechanical claeining including application of two coats of approved quality of synthetic enamel paint over a two coat of primer in approved shade including loading, transportation and unloading delivery at erection site, of all fabricated structures ,storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension including making pokets & pouring with PCC (1:2:4) in of block 500x500x500 for fixing of posts etc complete as per drawing, technical specifications,scope of works and directions of the Engineer-In-Charge.	RM	355			
	a)	Fencing height 2.1m					
	ST-4	Providing and Fixing Fencing Gates					

4		Supply, fabrication & fixing of fencing gates fabricated from pipes conforming to IS:1161, plates conforming to IS:2062 & fixing of GI weldmesh made from 3mm GI wire @ 75 mm bothways to structural steel frame by means of welding/bolting, locking arrangement, etc., including surface preparation by mechanical claeing including application of two coats of approved quality of synthetic enamel paint over two coats of primer in approved shade including loading, transportation and unloading delivery at erection site of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension including making pokets & pouring with PCC (1:2:4) in block of size 500x500x500mm for fixing of posts etc. complete as per drawings, technical specifications, scope of works and directions of the Engineer-In-Charge.					
	a)	4m Wide x 2.1m High	Nos.	20			
	b)	2m Wide x 2.1m High	Nos.	12			
5	ST-5	Providing and fixing chequered plate covers	KG	9000			
		Providing and fixing chequered plate in panel over cable trench, man hole cover & over steel structure platform including cutting, welding of stiffners, hoisting, fixing in position, and applying two or more coats of approved quality synthetic enamel over a priming coat of approved colour etc. complete as per scope, detailed drawings, technical specifications and directions of the Engineer-In-Charge.					
6	ST-6	Providing and fixing safety guard	Nos.	95			
		Providing and fixing safety guard with 80 mm heavy duty G.I. Pipe (size 600 deep and 500 width inside) grouted with ready mix high strength grout mortar of approved manufacturer and painted with approved quality paint as per scope of work, detailed construction drawings, technical specifications and directions of Engineer-In-Charge.					
Notes:							
	1	The quantities indicated are estimated, hence are approximate. Final payment will be made based on actual quantities as per bill of materials.					
	2	The cost & weight of bolts (permanent and service), washers, electrodes, putty, gases, shims, packs, cost of straightening the raw materials, cutting of flats from plates and providing splices, paints, tools, plants, testing of materials, Inspection, etc. and all other consumables as required for completion the work shall be deemed to be included in the quoted rates.					
	3	All handling and transport charges of raw materials and fabricated structures including re-handling, as required, for completion of work in accordance with execution schedule, are deemed be included in the quoted rates.					
	4	All accessories like MS tower bolts, MS Pivot, MS Wheels, MS Tee section, locking arrangement etc. shall be measured by weight only.					
	5	Contractor shall ensure proper alignment and smooth operation of Gate.					
	6	The quoted rates shall be inclusive of all applicable taxes and duties, octroi, etc.					
		TOTAL FOR STRUCTURAL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place			Signature of Authorised Signatory				
Date			Name :				
Tender No.: _____			Designation :				
Offer No. & Date : _____			Seal :				

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)					
	ELECTRICAL WORKS (ERECTION)	Unit	Total QTY.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
Sl. No	Description of Item					
1.0	Erection, Testing and Commissioning of power distribution board (PDB) and Lighting Distribution Board (LDB) :					
1.1	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	1			
	Single In-comer of 200 Amp (with Single phase preventer) 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP)					
	Outgoing with 01 nos. 100 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 03 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 03 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp					
1.2	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	1			
	Single In-comer of 125 Amp (with Single phase preventer) with MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP)					
	Outgoing with 01 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 02 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual					
1.3	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	4			
	Single Incomer 125 Amp 4P MCCB (with Micro processor and based O/C,S/C & E/F RELEASE with LSIG & Shunt trip) .					
	Outgoing with 2 nos. 80 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE with U/V Protection for Booster feeder only)					
	Outgoing with - 2 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with HRC Fuses -2 nos. 32 Amp TPN MCB					
	Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual					

1.4	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	No	2			
	Dual In-comer of 400 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer.					
	Outgoing with 02 nos. 315 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp with Timer(24Hrs) Auto/Mannual					
1.5	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	No	3			
	Dual In-comer of 315 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer.					
	Outgoing with 02 nos. 250 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp with Timer(24Hrs) Auto/Mannual					
1.6	Floor mounted APFC panel of 20 KVAR capacitor bank in steps of 4X2.5+4 2X5KVAR capacitor of 6 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	No	6			
1.7	Floor mounted APFC panel of 10 KVAR capacitor bank in steps of 4X2.5+4 capacitor of 4 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	Nos.	4			
1.8	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 250A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
1.9	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 150A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	5			
1.10	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 400A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 15/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	5			
1.11	Change over switch(COS) sheet steel (2 mm thick) enclosed of following rating for mounting on wall . 250A, 415V, 4 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 120/95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
	LIGHTING DISTRIBUTION BOARDS					
2.0	Erection, Testing and Commissioning of 415V/240V lighting/power panels, Surface/Recess mounting type in weather/flame proof (with hinged cover) sheet steel enclosure of approved make having 4 Pole MCCB(LSIG)/RCCB (MCB + ELCB) as incoming and SP/DP/TP MCB (9KA type) for out going circuit complete with wiring,indication lamp, ammeter etc including all labour and materials as per specification and the direction of Engineer-in-charge.					

2.1	Surface/Recess mounted Lighting Panel (I/E-LDB) for Building Lighting consisting of two incomer one is 32A,4P,RCCB and second is 40 Amp,DP,RCCB (100mA sensitivity) as incomer(Grid+Invertor supply) along with necessary interlock through contactor (4P ,63A Contactor) with two isolated Cu busbar and 4 Nos. 10A DP MCBs, 8 Nos.6A DP MCBs & 08 Nos. 12A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	2			
2.2	Power Point Lighting Panel (PP-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB and 06 nos. 20A DP MCBs,06 nos. 16A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	1			
2.3	Outdoor Lighting Panel (O-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB as incomer and 12 nos. 20A TPN MCBs,06 nos. 16A TPN MCBs as out goings complete with Contactor(4P ,63A Contactor with 24Hrs timer), timer, A/M switch, PB with timer and 5 Nos. 20 Amp TPN MCB, 2 Nos. 16A TPN MCB are without timer etc indication lamp.	Nos.	1			
3.0	Erection, Testing and Commissioning of 1100VA sine wave Inverter system with 1x150Ah Battery backup, completely maintenance free lead-acid battery for critical lighting in control room building & outdoor area (Make Inverter: Su-Kam, Genius, Microtek, Battery: Exide, Amaraja).	Nos.	1			
4.0	Erection, Testing and Commissioning of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and labour as per specification and drawings approved by the company in with IS 3043.					
4.1	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	75			
4.2	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	13			
4.3	GI Strip (50X6) mm	Mtrs	2300			
4.4	GI Strip (25X3) mm	Mtrs	3400			
4.5	GI lightning rod 25 mm dia. 1800 mm long including all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	4			
4.6	Advance maintenance free earthing system with 3mtr earth electrode of low carbon steel with 250 micron copper coating with carbon based backfill compound as per IS 3043/IEEE-80.	Nos.	4			
4.7	Arrangement for Earthing of LCV with Flexible green Cu wire (25 sqmm of 30 Meter length) ,Clamp (including bolting arrangement) ,Flexible PVC and other item etc.	Sets	11			
5.0	Laying, termination,glading, testing of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.					
5.1	3.5x 150 mm2 A2XFY	Mtrs.	500			

5.2	3.5x 95 mm2 A2XFY	Mtrs.	100			
5.3	3.5x 50 mm2 A2XFY	Mtrs.	500			
5.4	3.5x 35 mm2 A2XFY	Mtrs.	200			
5.5	4x 25 mm2 A2XFY	Mtrs.	100			
5.6	4x10 mm2 2XWY	Mtrs.	300			
5.7	4x 6 mm2 2XWY	Mtrs.	2500			
5.8	4x 2.5 mm2 2XWY	Mtrs.	7000			
6.0	Wiring for main/ submain with 4 x 6 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	2			
7.0	Wiring for main/ submain with 4 x 4 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	2			
8.0	Erection, Testing and Commissioning of lighting fixtures,Pole complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.					
8.1	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	80			
8.2	Integral flame proof Flood Light fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire Baliga make or equivalent)	Nos.	4			
8.3	Erection of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, junction boxes etc. as required.	Nos.	16			
8.4	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	80			
	ERECTION OF DISTRIBUTION TRANSFORMER					



9.0	Erection, Testing and Commissioning of 11 kv/433 V outdoor type,3Ph,50Hz,copper wound, Dyn11, ONAN distribution transformer complete with all accessories as per REC specification 11/1976 and/or IS 2026/1180. and latest amendments there of and first oil filled. Termination arrangement for HV side : HT bushing & LV side Cable end box/Terminal box of following rating (Make of Transformer shall be approved from State Electricity Board/MECON.)					
9.1	315KVA	No.	2			
9.2	200KVA	No.	3			
9.3	100KVA	No.	1			
9.4	63KVA	No.	4			
10.0	All the items listed at (Sl. No. 10.1 to 10.4 below) all miscellaneous materials etc as required to complete the HT & LT installation ,testing and commissioning as per the tender. (All electrical equipments shall be approved from State Electricity Board/MECON.)					
10.1	Double pole Structure with MS joist ISMB 200 x 100 mm, 9 m long complete with 100 x 50 mm MS channels of required length and size ; 11 kV 3 Ph. horizontal Gang operated Air Break switch, DO fuse, lightning arrestors of suitable ampere rating;pin insulators, disc insulators, operating rod, handle, locking arrangement, copper wire for jumper connection, stay set complete with all accessories etc as required inclusive of paint (two coats of primer & two coats of final aluminum paint) and concrete foundation.	Set	10			
10.2	Erection of 11 kV, ACSR weasel conductor as required for stringing between State Electricity Board Double pole and consumer double pole structures.	Mtrs	300			
10.3	Chain link fencing of (height 2.5 m) for the sub station area with ISA 50 x 50 x 6 mm angle and 4 mm thick welded wire mesh and 1 no. gate (3x3 mtr.) complete with all material, welding and labour etc(20 mtrs/set).	Set	10			
10.4	40 mm blue granite metal for spreading in the fenced area .	Cum	300			
11.0	Erection, testing & Commissioning of point wiring as per details in construction drawing & specification includes PVC conduits in ceiling, complete wiring including flexible wire (FR PVC), switch boxes & switches (ANCHOR ROMA make or equivalent), Multi strand Flexible HR PVC insulated copper conductor wires/cables for following items- Light Point					
11.1	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-36 -CDL of CG make or equivalent).	Nos.	40			
11.2	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-18 -CDL of CG make or equivalent).	Nos.	40			
11.3	Industrial Flame proof fluorescent lamp/LED fitting with lamp (type EXTL 240 of CG make or equivalent).	Nos.	4			

11.4	Exhaust fan (Industrial type 300/450 mm) with louvers,950 rpm,55watt with flap.	Nos.	8			
11.5	Flame Proof (CMIFR approved) 12" Exhaust Fan.0.25HP motor,1440 rpm. (Preferred Make: Baliga, FCG, CGL, Prompt)	Nos.	4			
11.6	Socket outlet (5/15 Amp combination) of ANCHOR ROMA make or equivalent	Nos.	26			
11.7	20 Amp sheet steel enclosed industrial type socket with 20 Amp DP MCB for AC.	Nos.	14			
11.8	Ceiling fan with electronic regulator (Energy efficient, 50W, 1200 mm sweep)	Nos.	8			
11.9	Wall mounted fan with electronic regulator (Energy efficient, 50W,) etc complete in all respect for wall mounting	Nos.	18			
11.10	Wall mounted fixture above Mirror/Wash basin of 10/15W LED etc complete in all respect.	Nos.	4			
12.0	UPS SYSTEM Erection, Testing and Commissioning by equipment manufacturer at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :					
12.1	5KVA, 230 V Single phase, Single UPS system suitable for input Power supply voltage of 320 V-460V-TPN (184-265V/Ph), output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, ACDB(Incomer 63 Amp DP MCB & Outgoing 3 nos. 12A DP MCB,3 nos. 10A DP MCB,3 nos. 6A DP MCB, 3 nos. X 3Amp DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 36 KVAh (where KVAH = battery AH x 12 V x No. of cells). Charger rating Shall not be Less than 14 KW.Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	1			
12.2	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB/DCDB and UPS panel).	Lot	1			
12.3	3KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 32A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.10A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 10.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 08 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	9			
12.4	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	9			
12.5	1KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 16A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.3A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 3.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 03 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	No	1			
12.6	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	1			

13.0	Air Conditioners					
13.1	Erection, Testing and Commissioning of latest model (5 stars BEE certified) 2 T split inverter AC complete with remote, 5 KVA stablizer, 12 Hr timer, MS Stand for outdoor unit etc.	Nos.	14			
14.0	Flame Proof Welding Socket					
14.1	Erection, Testing and Commissioning of Flame proof type 63 Amp. Welding socket	Nos.	2			
15.0	Erection of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length ,clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.					
15.1	50 mm NB	Mtrs	4000			
15.2	100 mm NB	Mtrs	2500			
16.0	Erection, Testing and Commissioning of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses,horizontal and vertical splices along with cable tray cover(Wherever required for Asthetic look) etc. as required including all G.I hardwares, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge					
16.1	Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.					
16.2	150mm wide	Mtrs	130			
16.3	300mm wide	Mtrs	130			
17.0	Erection Material					
17.1	Erection, Fixing and Commissioning of MS base frame support for switch gear and bracket for misc. electrical equipment,cable tray support out of roled MS section,pipes,plates etc including welding, bolting, reveting, necessary anchor bolts and grouting etc paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge.					
a	For Mother Station	Lumpsum	1			
b	For CGS	Lumpsum	1			
c	For Online Stn	Lumpsum	5			
d	For DBS	Lumpsum	4			

18.0	Erection and Commissioning of the following including necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.					
18.1	Shock hazard charts complete with frame and glass	Nos.	11			
18.2	First Aid Boxes	Nos.	11			
18.3	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	11			
18.4	Caution boards (Danger, High Volatage) including necessary clamps, bolts and other hardware.	Nos.	11			
18.5	Single Line Diagram complete in glass frame.	Nos.	11			
19.0	Laying and pasting of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	220			
20.0	Erection, Commissioning and fixing of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit,cable marker, nickle plated lugs, double compressed brass cable glands,brass adaptor/reducers/nipples, fixing of metallic anchor fasteners for supporting of cable trays and misc. electrical switchgear including all labour and materials complete as required and as per directions of Engineer-In-Charge.					
a	For Mother Station	Lumpsum	1			
b	For CGS	Lumpsum	1			
c	For Online Stn	Lumpsum	5			
d	For DBS	Lumpsum	4			
21.0	Telephone & LAN					
21.1	Erection, Testing and Commissioning of following items at site as per specification :					
21.2	Telephone sockets (Piano reed Type) in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	10			
21.3	LAN sockets in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	10			

21.4	Four pairs,0.61mm, Telephone Cable/Wire, including accessories etc as required.	Mtrs	150			
21.5	UTP cable (CAT 6), Make : D Link/Amp/Lucent	Mtrs	150			
21.6	Main Distribution Frame - 12 pair	Nos.	2			
21.7	LAN switch with single incomer and min 10-port out going complete in all respect.	Nos.	2			
22.0	Construction of Cable Pit of all side brick wall (230mm th) with SFRC cover of Size					
22.1	500 mm X500 mm (of inside clearance) X 600 (Depth)	Nos.	75			
22.2	750 mm X 750 mm (of inside clearance) X 800 mm (Depth)	Nos.	10			
22.3	1000 mm X1000 mm (of inside clearance) X 1000 mm (Depth)	Nos.	24			
23.0	Installation,Testing and commissioning of CCTV system and Network Video recorder(NVR) servers(Open architecture configurations) and CCTV client work stations including software storage for thirty days in server with necessary equipment like eathernet with convertor ,gateway and 32" LED(make Sony or equivalent) for display,all type cable(Power & signal) etc complete in all respect	Set	11			
23.1	Installation,Testing and commissioning of high resolution 1/4" CCD/1/4" CMOS vide dynamic range IP based Explosion proof fixed Camera with 8.5/9 mm to 85/90 mm vari-focal length and IR iluminator as minimum day night color camera in explosion proof housing with installation accesories like housing braket along with power Installation,Testing and commissioning unit,necessary convertor and surge suppressor unit and inclusive user licencse if any for life time, shall be complete in all respect.	Nos.	46			
24.0	All works relating to statutory approvals of the installation from competent authority like Electrical Inspectorate, CEA, DGMS, SEB etc. including carrying out of all required modifications in design / Manufacturer / Installation to meet the requirement of Indian Electricity rules and other statutory regulations in force, carrying out necessary paper work and liasion with the authorities to obtain all necessary clearances for charging of installation including diversion of HT/LT over head line by underground HT/LT cable(if any) as per relevant national standards for CNG station. However the official fees towards the approvals shall be reimbursed by the client.	LOT	1			
				Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place Date Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory Name : Designation : Seal :		

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)					
	ELECTRICAL WORKS (SUPPLY)	Unit	Total QTY.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
Sl. No	Description of Item					
1.0	Design, engineering, manufacture, shop testing, supply including packing and forwarding, transportation, delivery at storage of power distribution board (PDB) and Lighting Distribution Board (LDB) :					
1.1	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : <u>MEC/TS/05/E9/076</u> Single In-comer of 200 Amp (with Single phase preventer) 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) Outgoing with 01 nos. 100 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 03 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 03 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp	Nos.	1			
1.2	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : <u>MEC/TS/05/E9/076</u> Single In-comer of 125 Amp (with Single phase preventer) with MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) Outgoing with 01 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 02 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual	Nos.	1			
1.3	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : <u>MEC/TS/05/E9/076</u> Single Incomer 125 Amp 4P MCCB (with Micro processor and based O/C,S/C & E/F RELEASE with LSIG & Shunt trip) . Outgoing with 2 nos. 80 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE with U/V Protection for Booster feeder only) Outgoing with - 2 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with HRC Fuses -2 nos. 32 Amp TPN MCB Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual	Nos.	4			
1.4	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : <u>MEC/TS/05/E9/076</u> Dual In-comer of 400 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer. Outgoing with 02 nos. 315 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp with Timer(24Hrs) Auto/Mannual	Nos.	2			
1.5	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : <u>MEC/TS/05/E9/076</u> Dual In-comer of 315 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer. Outgoing with 02 nos. 250 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE) Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp with Timer(24Hrs) Auto/Mannual	No	3			
1.6	Floor mounted APFC panel of 20 KVAR capacitor bank in steps of 4X2.5+4 2X5KVAR capacitor of 6 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	No	6			

1.7	Floor mounted APFC panel of 10 KVAR capacitor bank in steps of 4X2.5+4 capacitor of 4 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	Nos.	4			
1.8	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 250A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
1.9	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 150A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	5			
1.10	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 400A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 150/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	5			
1.11	Change over switch(COS) sheet steel (2 mm thick) enclosed of following rating for mounting on wall . 250A, 415V, 4 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 120/95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
	LIGHTING DISTRIBUTION BOARDS					
2.0	Design, engineering, manufacture, shop testing, supply including packing and forwarding, transportation, delivery at storage of 415V/240V lighting/power panels, Surface/Recess mounting type in weather/flare proof (with hinged cover) sheet steel enclosure of approved make having 4 Pole MCCB(LSIG/RCCB (MCB + ELCB) as incoming and SP/DP/TP MCB (9kA type) for out going circuit complete with wiring,indication lamp, ammeter etc including all labour and materials as per specification and the direction of Engineer-in-charge					
2.1	Surface/Recess mounted Lighting Panel (I/E-LDB) for Building Lighting consisting of two incomer one is 32A,4P,RCCB and second is 40 Amp,DP,RCCB (100mA sensitivity) as incomer(Grid+Invertor supply) along with necessary interlock through contactor (4P ,63A Contactor) with two isolated Cu busbar and 4 Nos. 10A DP MCBs, 8 Nos.6A DP MCBs & 08 Nos. 12A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	2			
2.2	Power Point Lighting Panel (PP-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB and 06 nos. 20A DP MCBs,06 nos. 16A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	1			
2.3	Outdoor Lighting Panel (O-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB as incomer and 12 nos. 20A TPN MCBs,06 nos. 16A TPN MCBs as out goings complete with Contactor(4P ,63A Contactor with 24Hrs timer), timer, A/M switch, PB with timer and 5 Nos. 20 Amp TPN MCB, 2 Nos. 16A TPN MCB are without timer etc indication lamp.	Nos.	1			
3.0	Supply including packing and forwarding, transportation, delivery at storage of 1100VA sine wave Inverter system with 1x150Ah Battery backup, completely maintenance free lead-acid battery for critical lighting in control room building & outdoor area (Make Inverter: Su-Kam, Genius, Microtek, Battery: Exide, Amaraja).	Nos.	1			
4.0	Design, engineering,supply including packing and forwarding, transportation, delivery at storage, of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and labour as per specification and drawings approved by the company in with IS 3043.					
4.1	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	75			
4.2	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	13			
4.3	GI Strip (50X6) mm	Mtrs	2300			
4.4	GI Strip (25X3) mm	Mtrs	3400			
4.5	GI lightning rod 25 mm dia. 1800 mm long including supply of all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	4			
4.6	Advance maintenance free earthing system with 3mtr earth electrode of low carbon steel with 250 micron copper coating with carbon based backfill compound as per IS 3043/IEEE-80.	Nos.	4			
4.7	Arrangement for Earthing of LCV with Flexible green Cu wire (25 sqmm of 30 Meter length) ,Clamp (including bolting arrangement) ,Flexible PVC and other item etc.	Sets	11			



5.0	Design, engineering, supply including packing and forwarding, transportation, delivery at storage, of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) including Cable Gland ,lugs of suitable size etc of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.					
5.1	3.5x 150 mm2 A2XFY	Mtrs.	500			
5.2	3.5x 95 mm2 A2XFY	Mtrs.	100			
5.3	3.5x 50 mm2 A2XFY	Mtrs.	500			
5.4	3.5x 35 mm2 A2XFY	Mtrs.	200			
5.5	4x 25 mm2 A2XFY	Mtrs.	100			
5.6	4x10 mm2 2XWY	Mtrs.	300			
5.7	4x 6 mm2 2XWY	Mtrs.	2500			
5.8	4x 2.5 mm2 2XWY	Mtrs.	7000			
6.0	Supply of Wiring for main/ submain with 4 x 6 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station.	Lumpsum	2			
7.0	Supply of Wiring for main/ submain with 4 x 4 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	2			
8.0	Supply including packing and forwarding, transportation, delivery at storage of lighting fixtures complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.					
8.1	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	80			
8.2	Supply of Integral flame proof Flood Light fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire Baliga make or equivalent)	Nos.	4			
8.3	Supply of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, junction boxes etc. as required.	Nos.	16			
8.4	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	80			
9.0	SUPPLY OF DISTRIBUTION TRANSFORMER Supply including packing and forwarding, transportation, delivery at storage to site of 11 kv/433 V outdoor type,3Ph,50Hz,copper wound, Dyn11, ONAN distribution transformer complete with all accessories as per REC specification 11/1976 and/or IS 2026/1180. and latest amendments there of and first oil filled. Termination arrangement for HV side : HT bushing & LV side Cable end box/Terminal box of following rating (Make of Transformer shall be approved from State Electricity Board/MECON.)					

9.1	315KVA	No.	2			
9.2	200KVA	No.	3			
9.3	100KVA	No.	1			
9.4	63KVA	No.	4			
10.0	Supply of all the items listed at (Sl. No. 10.1 to 10.4 below) all miscellaneous materials etc as required to complete the HT & LT installation as per the tender. (All electrical equipments shall be approved from State Electricity Board/MECON.)					
10.1	Double pole Structure with MS joist ISMB 200 x 100 mm, 9 m long complete with 100 x 50 mm MS channels of required length and size ; 11 kV 3 Ph. horizontal Gang operated Air Break switch, DO fuse, lightning arrestors of suitable ampere rating;pin insulators, disc insulators, operating rod, handle, locking arrangement, copper wire for jumper connection, stay set complete with all accessories etc as required inclusive of paint (two coats of primer & two coats of final aluminum paint) and concrete foundation.	Set	10			
10.2	Supply, of 11 kV, ACSR weasel conductor as required for stringing between State Electricity Board Double pole and consumer double pole structures.	Mtrs	300			
10.3	Chain link fencing of (height 2.5 m) for the sub station area with ISA 50 x 50 x 6 mm angle and 4 mm thick welded wire mesh and 1 no. gate (3x3 mtr.) complete with all material, welding and labour etc(20 mtrs/set).	Set	10			
10.4	40 mm blue granite metal for spreading in the fenced area .	Cum	300			
11.0	Supply of point wiring as per details in construction drawing & specification includes PVC conduits in ceiling, complete wiring including flexible wire (FR PVC), switch boxes & switches (ANCHOR ROMA make or equivalent), Multi strand Flexible HR PVC insulated copper conductor wires/cables for following items-					
	Light Point					
11.1	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-36 -CDL of CG make or equivalent).	Nos.	40			
11.2	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-18 -CDL of CG make or equivalent).	Nos.	40			
11.3	Industrial Flame proof fluorescent lamp/LED fitting with lamp (type EXTL 240 of CG make or equivalent).	Nos.	4			
11.4	Exhaust fan (Industrial type 300/450 mm) with louvers,950 rpm,55watt with flap.	Nos.	8			
11.5	Flame Proof (CMIFR approved) 12" Exhaust Fan.0.25HP motor,1440 rpm. (Preferred Make: Baliga, FCG, CGL, Prompt)	Nos.	4			
11.6	Socket outlet (5/15 Amp combination) of ANCHOR ROMA make or equivalent	Nos.	26			
11.7	20 Amp sheet steel enclosed industrial type socket with 20 Amp DP MCB for AC.	Nos.	14			
11.8	Ceiling fan with electronic regulator (Energy efficent, 50W, 1200 mm sweep)	Nos.	8			

11.9	Wall mounted fan with electronic regulator (Energy efficient, 50W.) etc complete in all respect for wall mounting	Nos.	18			
11.10	Wall mounted fixture above Mirror/Wash basin of 10/15W LED etc complete in all respect.	Nos.	4			
12.0	UPS SYSTEM Design, supply, packing, forwarding, delivery by equipment supplier at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :-					
12.1	5KVA, 230 V Single phase, Single UPS system suitable for input Power supply voltage of 320 V-460V- TPN (184-265V/Ph), output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, ACDB(Incomer 63 Amp DP MCB & Outgoing 3 nos. 12A DP MCB,3 nos. 10A DP MCB,3 nos. 6A DP MCB, 3 nos. X 3Amp DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 36 KVAh (where KVAH = battery AH x 12 V x No. of cells). Charger rating Shall not be Less than 14 KW.Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	1			
12.2	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB/DCDB and UPS panel).	Lot	1			
12.3	3KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 32A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.10A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 10.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 08 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	9			
12.4	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	9			
12.5	1KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 16A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.3A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 3.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 03 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	No.	1			
12.6	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	1			
13.0	Air Conditioners					
13.1	Supply of latest model (5 stars BEE certified) 2 T split inverter AC complete with remote, 5 KVA stablizer, 12 Hr timer, MS Stand for outdoor unit etc.	Nos.	14			
14.0	Flame Proof Welding Socket					
14.1	Supply of Flame proof type 63 Amp. Welding socket	Nos.	2			
15.0	Supply of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length ,supply of clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.					
15.1	50 mm NB	Mtrs	4000			
15.2	100 mm NB	Mtrs	2500			
16.0	Supply of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses,horizontal and vertical splices along with cable tray cover(Wherever required for Asthetic look) etc. as required including supply of all G.I hardwares, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge					
16.1	Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.					
16.2	150mm wide	Mtrs	130			

16.3	300mm wide	Mtrs	130			
17.0	Erection Material					
17.1	Supply of MS base frame support for switch gear and bracket for misc. electrical equipment,cable tray support out of roled MS section,pipes,plates etc including welding, bolting, reveting, supply of necessary anchor bolts and grouting etc supply of paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including supply of all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge.					
a	For Mother Station	Lumpsum	1			
b	For CGS	Lumpsum	1			
c	For Online Stn	Lumpsum	5			
d	For DBS	Lumpsum	4			
18.0	Supply of the following including the supply of necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.					
18.1	Shock hazard charts complete with frame and glass	Nos.	11			
18.2	First Aid Boxes	Nos.	11			
18.3	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	11			
18.4	Caution boards (Danger, High Volatage) including supply of necessary clamps, bolts and other hardware.	Nos.	11			
18.5	Single Line Diagram complete in glass frame.	Nos.	11			
19.0	Supply of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	220			
20.0	Supply of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit,cable marker, nickle plated lugs, double compressed brass cable glands,brass adaptor/reducers/nipples, fixing of metallic anchor fasteners for supporting of cable trays and misc. electrical switchgear including all labour and materials complete as required and as per directions of Engineer-In-Charge.					
a	For Mother Station	Lumpsum	1			
b	For CGS	Lumpsum	1			
c	For Online Stn	Lumpsum	5			
d	For DBS	Lumpsum	4			

21.0	Telephone & LAN					
21.1	Supply of telephone sockets (Piano reed Type) in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	10			
21.2	Supply of LAN sockets in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	10			
21.3	Supply of 2 pairs,0.61mm, Telephone Cable/Wire, including accessories etc as required.	Mtrs	150			
21.4	Supply of UTP cable (CAT 6), Make : D Link/Amp/Lucent	Mtrs	150			
21.5	Supply of Main Distribution Frame - 12 pair	Nos.	2			
21.6	Supply of LAN switch with single incomer and min 10-port out going port complete in all respect.	Nos.	2			
22.0	Supply of Cable Pit SFRC cover of Size					
22.1	500X500(of inside clearance)X 600(Depth)	Nos.	75			
22.2	750X750(of inside clearance)X800(Depth)	Nos.	10			
22.3	1000X1000(of inside clearance)X1000(Depth)	Nos.	24			
22.4	Supply of CCTV system and Network Video recoerder(NVR) servers(Open architecture configurations) and CCTV client work stations including software storage for thirty days in server with necessary equipment like eathernet with convertor ,gateway and 32" LED(make Sony or equivalent) for display,all type cable(Power & signal) etc complete in all respect	Set	11			
22.5	Supply of high resolution 1/4" CCD/1/4" CMOS vide dynamic range IP based Explosion proof fixed Camera with 8.5/9 mm to 85/90 mm vari-focal length and IR iluminator as minimum day night color camera in explosion proof housing with installation accesories like housing braket along with power supply unit,necessary convertor and surge suppressor unit and inclusive user licence if any for life time, shall be complete in all respect.	Nos.	46			
				Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place Date Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory Name : Designation : Seal :		

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)					
Mechanical & Piping Works						
Item No.	Description	Unit	Total QTY	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
	SECTION-A : SS TUBE & FITTING - SUPPLY, LAYING & TESTING					
1.0 (a)	Laying, testing and commissioning of SS tubes along with fittings as per Technical Specification, Typical P & ID for type of CNG station and scope of work including handling, lifting, transportation from stores to CNG stations.					
1.1	1"OD X 0.120" min Wall thk. SS Tube (Refer TS Section III - A)	RM	384			
1.2	¾"OD X 0.095" min Wall thk. SS Tube (Refer TS Section III - A)	RM	2350			
1.3	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	150			
1.4	1/4"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	113			
1.0 (b)	SUPPLY OF SS TUBES as per Technical Specification					
1.1	1"OD X 0.120" min Wall thk. SS Tube (Refer TS Section III - A)	RM	384			
1.2	¾"OD X 0.095" min Wall thk. SS Tube (Refer TS Section III - A)	RM	2350			
1.3	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	140			
1.4	1/4"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	113			
2	Supply of SS Fittings, Valves					
	Quick Connect Body & Stem					

2.1	End connection:½" Tube OD, for stem & ½"NPT (F) for body Material : SS316; Rated pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	Nos.	44			
	Plug					
2.2	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	66			
2.3	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	66			
	Caps					
2.4	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	44			
2.5	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	66			
	Union					
2.6	Size : 1" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	80			
2.7	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	470			
2.8	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	50			
2.9	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	25			
	Reducing Union					
2.10	Tube OD 3/4" x Tube OD 1/2", Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	86			
2.11	Tube OD 1" x Tube OD ¾", Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
	Equal Tee					
2.12	Size:½" OD x ½" OD x ½" OD, Material:SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	30			

2.13	Size:¾" OD x ¾" OD x ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	48			
	Reducing Union Tee					
2.14	¾" OD x ½" OD x ¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	32			
2.15	1" OD x ¾" x 1" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	12			
	Tube End Connection					
2.16	½" Tube End & ¾" OD with Ferrule Fitting, SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	42			
	Nut					
2.17	¾ " OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	122			
2.18	½" OD, Material : SS316(Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	32			
	Front Ferrule					
2.19	¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	122			
2.2	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	32			
	Back Ferrule					
2.21	¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	122			
2.22	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	32			
	Male Connector					
2.23	Size ¼" NPT (M) x 3/8" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	42			
2.24	Size 1/2" NPT (M) x 3/8" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	42			
	Cross					

2.25	3/4" OD X 3/4" X 3/4" OD X3/4" OD Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	11			
3	SS Ball Valves, conforming to MECON's Technical Specification No. MEC/TS/05/62/048 for SS Ball Valves of following sizes, specifications as indicated below :					
3.1	2-Way Floating Normal Bore Ball Valve ¾" (Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	106			
3.2	2-Way Floating Normal Bore Ball Valve ½" (Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	82			
3.3	3-Way Trunnion Mounted, Reducer Bore Ball Valve ½" OD end Connection and ¼" NPT (F) bottom end connection	Nos.	11			
4	Conductive Core Thermoplastic Hose					
4.1	3/8" ID Conductive Core Thermoplastic Hose for CNG Service with break away coupling	Nos.	11			
5	Supply, Laying, testing and commissioning of SS 304 Tubes along with isolation valves, reducers & fittings etc.as per Technical Specification, Typical schematic drg. for Ins. air line of CNG station and scope of work including handling, storage,lifting, transportation upto CNG stations. (Note:Total no.of ferrule fittings may be considered as one jointing ferrule at every 5.0 m)					
5.1	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	300			
SECTION-B	ERECTION OF MECH. EQUIPMENT					
1.0	Handling (including lifting and transportation from Client's store within city to CNG stations) and erecting in position, the following equipment either on the foundation at Ground level or on roof at approx 4 m above ground level. Contractor's scope shall include supply of all material and accessories including but not limited to any fixtures, clamps, gasket, nut bolts, etc.					
1.1	Cascade 4500/3000/2200 L water capacity. Erection at + 4.0 M level (Refer TS Section III - B)	Nos.	4			
1.2	Cascade 4500/3000/2200 L water capacity, Erection at + Ground level (Refer TS Section III - B)	Nos.	7			
1.3	Dispenser Erection at + Ground Level	Nos.	24			
Note:	The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.					
SECTION-C	SUPPLY, ERECTION & COMMISSIONING OF MISCELLANEOUS ITEM					

1.0	Supply, erection & commissioning of following miscellaneous items as per technical specification and at locations (within the stations) as directed by EIC					
1.1	Air compressor pump (Refer TS Section III - C) (Tyre Inflator)	No.	1			
1.2	Water cooler (Refer TS Section III - C)	No.	1			
1.3	Fire fighting Equipments (Refer TS Section III - C)					
1.3.1	DCP -10 Kg	Nos.	64			
1.3.2	DCP -75 Kg	Nos.	11			
1.3.3	CO2 – 4.5 Kg	Nos.	11			
1.3.4	Sand Bucket (4 Nos. on each strand)	Nos.	11			
1.3.5	Wind Socks	Nos.	1			
SECTION-D	SUPPLY AND INSTALLATION OF ABOVEGROUND STEEL PIPING AT CNG STATIONS.					
1.0	<u>SUPPLY OF ASSORTED PIPE, FITTINGS AND FLANGES</u>					
	Complete work of supply of pipes, flanges and fittings including all taxes, duties, transportation and inspection charges but not limited to, the following items in accordance with PMS (piping material specification), relevant specifications & drawings indicated in scope of work indicated in SCC and instructions of Engineer-in-charge and as per all provisions of the CONTRACT DOCUMENT.					
-	Handling including lifting, transportation from Contractor Stores to CONTRACTOR's workshop for fabrication and/ or to work site for field fabrication and erection for all piping items supplied by Contractor.					
1.1	Carbon Steel Pipe					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.1.1	12" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) S40	Meter	24			

1.1.2	4" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) S40	Meter	300			
1.1.3	2" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) XS	Meter	60			
1.1.4	1" NB, BE (ASTM A106, Gr. B, Seamless, PE) XS	Meter	38			
1.1.5	3/4" NB, BE (ASTM A106, Gr. B, Seamless, PE) S160	Meter	38			
1.2	Flanges					
	Weld Neck (B-16.5, A105(Charpy), 125 AARH, RF) (End Thickness to match pipe thickness)					
	Size Rating/ Schedule					
1.2.1	12" NB, RF 300#	Nos.	4			
1.2.2	4" NB, RF 300#	Nos.	30			
1.2.3	2" NB, RF 300#	Nos.	30			
	Socket Welded (B-16.5, A105, 125 AARH, SW end to B16.5)					
1.2.4	1" NB, RF 300#	Nos.	30			
1.2.5	3/4" NB RF 300#	Nos.	20			
	Blind Flanges (B-16.5, A105 (Charpy), 125 AARH, RF)					
	Size Rating/ Schedule					
1.2.6	12" NB, RF 300#	Nos.	2			
1.2.7	4" NB, RF 300#	Nos.	8			

1.2.8	2" NB, RF300#	Nos.	8			
	Blind Flanges (B-16.5, A105, 125 AARH, RF)					
1.2.9	1" NB, RF300#	Nos.	6			
1.2.10	3/4" NB RF300#	Nos.	6			
	SPECTACLE BLIND (ASTM A 105 ,Charpy, 125 AARH, RF)					
1.2.11	12" NB, RF300#	Nos.	2			
1.2.12	4" NB, RF300#	Nos.	8			
1.2.13	2" NB, RF300#	Nos.	8			
1.3	Elbow					
	ELBOW, 90° Elbow (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	SizeRating/ Schedule					
1.3.1	12" NB S40	Nos.	2			
1.3.2	4" NB S40	Nos.	25			
1.3.3	2" NB XS	Nos.	25			
	ELBOW, 90° Elbow (ASTM A105, B-16.9, 1.5D), SW					
1.3.7	1" NB XS	Nos.	10			

1.3.8	3/4" NB S160	Nos.	10			
	ELBOW, 45° Elbow (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.3.9	12" NB S40	Nos.	2			
1.3.10	4" NB S40	Nos.	10			
1.3.11	2" NB XS	Nos.	20			
1.4	Tees (Seamless)					
a	TEE, Equal / Reducing Tee (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.4.1	12" NB S40	Nos.	2			
1.4.2	4" NB S40	Nos.	5			
1.4.3	2" NB XS	Nos.	5			
1.4.4	4"X2" NB S40 x XS	Nos.	20			
b	Unequal Tee (A234 Gr. WPB, B16.9)					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.4.6	4" NB x 4" NB x 2" NB STD x XS	Nos.	10			
1.4.7	12" NB x 12" NB x 4" NB STD x XS	Nos.	1			
1.5	Sockolet (A105),SW,6000#,MSS-SP 97					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.5.1	12" x 1" NB S40 x XS	Nos.	4			

1.5.2	12" x ¾" NB	S40 x S160	Nos.	2			
1.5.3	4" x 1" NB	S40 x XS	Nos.	20			
1.5.4	4" x ¾" NB	S40 x S160	Nos.	20			
1.5.5	2" x 1" NB	XS x XS	Nos.	20			
1.5.6	2" x ¾" NB	XS x S160	Nos.	20			
1.6	End Caps (A 234 Gr. WPB (Charpy), BW)						
	<u>Size</u>	<u>Rating/ Schedule</u>					
1.6.1	12" NB	S40	Nos.	1			
1.6.2	4" NB	S40	Nos.	10			
1.7	Reducer (A234 Gr. WPB, B.16.9)						
	<u>Size</u>	<u>Rating/ Schedule</u>					
1.7.1	12"x 4"	S40 x 7.9	Nos.	1			
1.7.2	12"x 6"	S40 x 7.9	Nos.	1			
1.7.3	4" x 2"	S40 x XS	Nos.	10			
	<u>Note:</u>						
i)	The quantities mentioned above are tentative.						
ii)	For all the supply items mentioned above, procurement shall be made as per specification after due approval of Engineer-in-charge.						
2.0	Supply of valves						



	Complete work of supply of valves including all taxes,duties,transportation and inspection charges but not limited to ,the following items in accordance with relevant Specifications & relevant Data Sheets indicated in scope of work indicated in SCC, drawings, specification and instructions of EIC and as per all provisions of the CONTRACT DOCUMENT.					
2.1	Flanged/ Welded Valves (Full Bore/ Reduced Bore)					
	Plug Valves					
	BW					
	<u>Size</u> <u>Rating/ Schedule</u>					
2.1.1	2" NB BW 300#	Nos.	6			
	Ball					
	<u>Size</u> <u>Rating/ Schedule</u>					
2.1.2	4" NB BW , FB 300#	Nos.	6			
2.1.3	2" NB BW , FB 300#	Nos.	10			
2.1.4	2" NB FE , FB 300#	Nos.	10			
	Sockolet Welded Valve (Ball Valve)					
	<u>Size</u> <u>Rating/ Schedule</u>					
2.1.5	1" NB SW, FB 800#	Nos.	10			
2.1.6	¾" NB SW, FB 800#	Nos.	10			
2.1.7	½" NB SW, FB 800#	Nos.	10			
3.0	Complete Carbon Steel aboveground Piping Work with painting including all fittings, flanges and supply of all required gaskets, studs bolts & nuts etc. as described under item 1.0 above					
3.1	Carbon Steel Pipe (A 106, Gr. B, Seamless, B-36.10)					
	<u>Size</u> <u>Rating/ Schedule</u>					
3.1.1	12" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) S40	Meter	24			
3.1.2	4" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) S40	Meter	300			

3.1.3	2" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) XS	Meter	60			
3.1.4	1" NB, BE (ASTM A106, Gr. B, Seamless, PE) XS	Meter	38			
3.1.5	3/4" NB, BE (ASTM A106, Gr. B, Seamless, PE) S160	Meter	38			
Note:	1) Pipe Specification and thickness may vary depending upon availability of pipe. No extra payment shall be made for this. 2) All butt welded fittings end shall generally match with connecting pipe wall thickness. However, in case of misalignment, Contractor shall have to do end preparation without any extra cost. 3) All coupling, nipples stud, bolts, nuts and gaskets etc. as required shall be supplied by contractor but no separate payments shall be made as it is covered under erection rate.					
3.2	<u>RADIOGRAPHY</u>					
	Performance of radiographic inspection by gamma radiation as per scope of work and as per specifications in piping of all types and thickness including providing/hiring of all necessary equipments, supply of all consumables, and whatever else even though not expressly mentioned but required to perform the work as per specifications and instructions of Engineer-in-Charge (full circle re-radiography of the repaired joint and additional radiography necessitated due to poor performance of contractor's welder shall be carried out by the Contractor at his own cost and shall not be paid extra by Company). Radiographs shall be submitted to the Engineer-in-Charge for acceptance, whose decision shall be final and binding.					
	<u>Size</u>					
3.2.1	12" NB	No.of Joints	6			
3.2.2	4" NB		150			
3.2.3	2" NB		50			
3.2.4	1" NB		9			
3.2.5	3/4" NB		9			
	<u>Note:</u>					
i)	The quantities mentioned above are tentative.					

4.0	Aboveground erection of Valves						
	Handling including lifting and transportation from COMPANY's warehouse to CONTRACTOR'S Stores and/or work site and installation of all types of valves, insulating joint, flow tee including assembly of valve accessories, (if any) by bolting, threading or welding, supply and insertion of gaskets, nuts & bolts, nipples, etc. at all elevations of pipe sleepers, supports or overhead on racks, equipments nozzle, skid & painting etc. supply of all consumables, manpower, equipment, etc. for completion of all works as per scope of work and as per drawings, specifications and instructions of Engineer-in-charge including servicing/ cleaning of valve wherever required.						
	Flanged/ Welded Valves (Full Bore/ Reduced Bore)						
	Plug Valves						
	BW						
	SizeRating/ Schedule						
4.1.1	2" NB	BW	300#	Nos.	6		
	Ball						
	SizeRating/ Schedule						
4.1.3	12" NB	BW , FB	300#	Nos.	2		
4.1.4	4" NB	BW , FB	300#	Nos.	18		
4.1.5	2" NB	BW , FB	300#	Nos.	25		
4.1.6	2" NB	FE , FB	300#	Nos.	10		
	Sockolet Welded Valve (Ball Valve)						
	SizeRating/ Schedule						
4.1.7	1" NB	SW, FB	800#	Nos.	25		
4.1.8	¾" NB	SW, FB	800#	Nos.	10		
4.1.9	½" NB	SW, FB	800#	Nos.	10		
5.0	LEAKS/ BURSTS (ATTRIBUTABLE TO OWNER) FOR TERMINAL PIPING						

5.1	All works for leak/burst (occurring during hydrostatic testing) including necessary repair/replacement of defective pipe length, including cutting and removing out defective pipes, welding, NDT of welds, repair and re-testing of defective welds, painting of welded joints, clean-up, re hydro testing of the pipe segment including providing all necessary equipments, labour, materials, consumables and inputs other than Owner supplied materials and performing all works as per drawings, specifications enclosed with the Contract and directions of Engineer-in-Charge.	Inch Mtr.	60			
	Note : This rate shall be applicable for manufacturing defects in Company supplied materials only.					
6.0	ERECTION OF SKIDS & OTHER EQUIPMENTS					
	Handling, including lifting, transportation from Company's stores to Contractor's work-shop for fabrication or/ and to worksite for field fabrication, assembly of parts/ sub-assemblies, erection for all vessels, equipments supplied by company above ground/ underground at all elevation/ depth, fixing of foundation bolts, welding wherever required, aligning, grouting, hooking-up, cleaning and flushing by water draining, drying by compressed air, providing all mountings, ancilliary, enabling works as required and completing in all respect as per drawings, specification and instruction of Engineer-in-charge. Contractor's scope shall include supply of all material and accessories including but not limited to any fixtures, clamps, gasket, nut bolts, finish coat of painting including rub down & touch up of shop primer/ paint scrapping of shop primer/ paint and further their painting after application of primer as per specification, wherever required by Company.					
	Approx. erection weight and Details of major equipments are as under					
	Details of major equipments are as under					
6.1	ERECTION OF DRS,MRS, SKIDS & OTHER EQUIPMENTS	MT	3			
7	STRUCTURAL WORKS					
7.1	Pipe Supports & Other Structures					
	Supply, fabrication and erection of all types of pipe supports like clamps, saddle, guide stops, cradles, turn buckles, anchors, T-posts; stockade/ trestle and pipe bridge for overhead piping; frames for canopy, approach ladders and platforms, crossover, cable tray supports, etc. including painting suitable for highly corrosive area as per specification labour and supervision & complete work as per drawings, specifications and instruction of Engineer-in-charge. (Bolts, nuts, washers, U-clamps etc. for supporting shall be supplied by the Contractor within the rates quoted. These items will not be measured and paid seperately). The work is to be completed in all respect as per scope of work and specification.					
	<u>Notes:</u>					
i)	The quantities indicated above are tentative estimated values and hence are approximate. Final payment will be made based on actual quantities to be certified by the Owner/Owner representative.					
ii)	The cost of MS bolts (permanent and service), washers, electrodes, putty, gases, cost of straightening the raw materials, cutting of flats from plates and providing splices, paints, tools, plants etc., as required for the work shall be deemed to be included in the quoted rates.					
iii)	All handling and transport charges of raw materials and fabricated structures including double handling, as required, for completion of work in accrodance with time schedule, are deemed be included in the quoted rates.					

8	PRESSURE GAUGES	No.	12			
	Supply, installation and calibration of pressure Gauges and their accessories inclusive of supply of necessary piping materials/tubings alongwith all necessary valves & fittings, fabrication and installation of impulse lines/manifolds as per D. S. No. MEC/23H7/05/E5/I/001/DS-PG.					
Note:	Quantities indicated in above items are tentative and may increase/decrease or delete as per requirement of actual work at site. Bidder have to quote accordingly.					
	TOTAL FOR MECHANICAL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST)		
Place Date Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory Name : Designation : Seal :		

		SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)						
Sl. No.	Facilities	Overall Dimension and location	Description	Unit	Quantity	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
Architectural Works								
1	PYLON (Monolith Tower)	1.5 m X 5 m, located midway between ingress and egress.	<p>Supplying & Installing Monolith. The item is lump sum and shall include all relevant costs associated with putting up such facility including supply, fabrication, erection, assembly, commissioning the MONOLITH (with client's name & logo) including all electrical cabling and light fixtures, etc. for the same. The specifications are as follows:</p> <ul style="list-style-type: none"> Made out of MS hollow pipe framework (hollow steel sections as per design requirement) with epoxy primer and paint. Structure covered with PVDF coated 4 mm thick ACM (Alstrong/ Aludecor/ Alucobond) sheet cladding duly by cold forming, CNC machine routed and fold with retro reflective graphics and vinyl for backlit purpose. ACM shall have a Total Thickness of 4mm : Top Coil 0.5mm (3003/3105 Grade as per IS - 737 1986 with minimum 25 microns PVdF Coating on top coil and Polyester / Epoxy coating on Back Coil (4 -7 microns PVDF ACM in colour and shape as per approved design. COMPANY LOGO: 800mm in ht. & 50mm projected Acrylic / PETG (Eastman / Bayer / equ.) thermoformed shape & letters (as per art work) covered with vinyl of approved make with the provisions of illuminations during night with LED lights (Osram / Neenja / equ.) with necessary electrical fittings. CNG LOGO: 450mm in ht. & 50 mm projected Acrylic / PETG thermoformed letters(as letters(as per art work) covered covered with vinyl of approved make with the provisions of illuminations during night. Cut Retro reflective vinyl (Avery / 3M / equ.) on ACM top to be paste as per artwork and fixed as per the details on both sides with provision of the LED numbers for rate indication. Retro Reflective Sheeting shall be Type XI DG3 Microprismetice as per ASTM D 4956-09 in required colour & Size on both sides and cutouts for product names, logos, etc. duly CNC Plotted. Special spot lights (2 nos.- 400 watts with metal halide lights of Philips make) to be incorporated in design to light up the entire tower with throw from base. The backlit portion of the monolith to be lit with sufficient numbers T5 (28 W) tube lights (Philips make) with electronic choke, mounted on MS tube frames with plastic holders. Multi-strand copper conductors with PVC insulation to be used. Steel structural frame to be installed on RCC foundations. Top and exposed sides of the foundation to be claddd in 18 mm thick black polished granite. All work to be done in line, level and plumb, all complete with by works, as approved. 	Lot	7			
2	CANOPY FASCIA:	800 mm wide (in corporate colours on canopy vertical faces.	<p>Supplying & Installing Canopy Fascia with following specifications including all electrical cabling, light fixtures, etc.:</p> <ul style="list-style-type: none"> 800 mm height canopy fascia with PVDF coated 4 mm thick ACM sheet cladding duly CNC machine machine routed and fold as per drawing mounted on 150 mm depth box made out of 25 mm x 25 mm MS hollow pipe frame with powder coating and top GI sheet cover. 4mm thick ACM (Alstrong/ Aludecor/ Alucobond) cladding in a combination of corporate colours with the use of Retro Reflective Sheeting (Avery / 3M / equ.) Type XI DG3 Microprismetice duly pasted on ACM in required size & shape (colour scheme and design to be approved) on mild steel framework with part backlit for company logo and name. LED Lighting modules or encased LED light strips (Osram / Neenja / equ.) and power supply. The letters sh all be in 30 mm thick Acrylic/ PC duly CNC Routed in require shape & Size as per direction of concerned engineer. Structural frame to be welded rigidly/ Bolted to the structural member of existing canopy structures. FASCIA BAND: 300mm in ht. Acrylic / PETG thermoformed band with necessary support covered with vinyl of approved make with the provisions of illuminations during night with LED of approved make. Comapany Name: 450mm in ht. 040 white Acrylic / PETG thermoformed letters (as per art work) covered with vinyl of approved make with the provisions of illuminations during night. Logo on front right. Canopy fascia to be made in 12 m. (min.) long straight panels factory plan/processed at converters factory and assembled/installed at site. Corner piece (1 metre both sides) on both sides (as required), also to be factory plan/processed/assembled and installed at site. Only bottom trim and top flashing is to be Plan/processed and installed at site. All work to be done in line, level and plumb. Backlit section of the fascia shall be of 4 meters length and one/ two logos (depending on design) and shall have sufficient number of LED/T5 (28 W) tube light with electronic chokes mounted with plastic holders to structural frame. The top of the fascia shall have 4 mm thick ACM with hinged GI service door in backlit part. The back of the fascia to have 18 gauge GI sheets. Multi-strand copper conductors with PVC insulation to be used. The bottom and top of the fascia shall have a white ACM trim to cover the gap between the canopy and fascia. The contractor should make suitable fixing arrangement, which should be duly vetted by a certified structural engineer as per the actual dimensions of the canopy structure. 	RM	790			

3	CANOPY COLUMN CLADDING		Supplying & Installing Column Cladding including all electrical cabling and light fixtures, etc.: • Using PVDF coated 4 mm ACM (Alstrong/ Aludecor/ Alucobond), mounted on box made out of 20 mm x 20 mm MS square pipe hollow section with powder coating. • Backlit design band in the centre in PET G (Eastman / Bayer / equ.) with yellow vinyl, LED lighting modules (Osram / Neenja / equ.) and power supply according to the design. • The structural framework shall be fixed securely to existing canopy column by welding at site. • ACM panel fixing to ensure consistent joint gaps and panel size. • All grooves shall be sealed with sealant material of approved colour, all complete with by works, as approved.	Sqm	430			
4	SAFETY SIGN	200 mm X 200 mm	Supplying & Installing safety sign stickers of retro reflective vinyl (Avery / 3M / equ.) as per design pasted on column cladding.	No.	210			
5	DISPENSER STICKER		Supplying & Installing stickers of retro reflective vinyl (Avery / 3M / equ.) as per design pasted on dispensers.	No.	140			
6	SPREADER	450 mm X 450 mm	Supplying & Installing Pump Spreader including all electrical cabling and light fixtures, etc.: • Made of 25 mm x 25 mm MS hollow pipe frame box with powder coating & cladding on both sides of PVDF coated 4 mm ACM (Alstrong/ Aludecor/ Alucobond) • CNC Router cut graphics in 040 white acrylic with LED modules (Osram / Neenja / equ.) for lighting • Spreader frame to be fixed securely to canopy columns with box & cap arrangement. • Sufficient no. of LED/ CFL lights and electronic chokes fixed with plastic holders. • Multi-strand copper conductors with PVC insulation to be used. • All work to be done in line, level and plumb, all complete with by works, as approved.	No.	70			
7	CRASH GUARD		Supplying & Installing 80mm dia MS pipe or as per design with two coat of zinc oxide primer and metallic paint as per the design.	No.	70			
8	BUILDING FASCIA	700 mm wide on top of building faces in elevation.	Supplying & Installing Building Fascia with following specifications including all electrical cabling and light fixtures, etc.: • 4mm thick ACM (Alstrong/ Aludecor/ Alucobond) cladding in a combination of corporate colours with the use of Retro Reflective Sheeting (Avery / 3M / equ.) Type XI DG3 Microprismetice as per ASTM D 4956-09 duly pasted on ACM in required size & shape (colour scheme to be approved) on mild steel framework. • Structural frame to be fasteners/ Nut Bolted to the building walls with dash fasteners and leveling 'arrangement. • Building fascia to be made in maximum length of straight panels (with minimum no. of joints) straight panels factory plan/processed at converters factory and assembled/installed at site. • Corner piece (1 metre both sides) on both sides, also to be factory plan/processed/assembled and installed at site. • Only bottom trim and top flashing is to be Plan/processed and installed at site. • All work to be done in line, level and plumb, all complete with by works, as approved.	RM	175			
9	MANDATORY SIGN	300X 450mm (on toilets) & 300X 600mm (in compressor and LCV area) - rectangular or trapezoidal in shape.	Supplying and Installing Mandatory Sign made of 4mm thick. ACM (Alstrong/ Aludecor/ Alucobond) sheets cladded on structural framework. Matter/Logo in Retro Reflective Sheeting (Avery / 3M / equ.)Type XI DG3 Microprismetice as per ASTM D 4956-09 duly pasted on ACM in required size & shape, all complete with by works, as approved.					
a			300mm X 450mm	No.	28			
b			600mm X 600mm	No.	88			
10	DIRECTION SIGN	400 mm X 1000 mm height	Supplying & Installing Entry-Exit sign: • Made out of 25 mm x 25 mm MS hollow pipe frame box with powder coating and covered with 4 mm thick ACM sheet (Alstrong/ Aludecor/ Alucobond) and CNC router cut graphics in 040 white acrylicwith LED modules (Osram / Neenja / equ.) for lighting and base foundation. • The sign frame to be fixed securely to CC foundation. • The CC foundation shall have 8mm thick polished black granite tiles cladding on top and all exposed side surfaces. • All work to be done in line, level and plumb, all complete with by works, as approved.	No.	14			
11	HOARDING	3000 mm wide	Supplying and installing Printed Flex sheet (make LG / 3M / Avery) with approved Art work (suitable for front lit) to be Fitted to the steel sheet of existing Hoarding structure in aluminium frame using Klick Rail System & as per direction of concerned Engineer/ client.	Sqm	252			
12	SPOT HALOGEN LIGHTS	At an interval of 2 m C/C on top of existing steel hoarding.	Supplying and installing Spot halogen lights (150 watts of Philips make) at an interval of 2 m center to center on top of existing hoarding including supply with steel bracket and laying of cable upto electrical panel of Electrical room (in Utility building) complete in all respect.	No.	42			



TOTAL FOR Architectural Works				Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST)	
Place Date Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory Name : Designation : Seal :	

SUMMARY OF PRICES (To be submitted with priced part of the offer)

SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))

Tender No.: 05/51/23VM/PBGPL/001-iv (PART-A)

Bidder's name:			In INR	
Sl. No.			(In Figures)	(In Words)
1	Total amount of quoted price for Civil Works SOR			
2	Total amount of quoted price for Structural Works SOR			
3	Total amount of quoted price for Electrical-Erection Works SOR			
4	Total amount of quoted price for Electrical Supply Works SOR			
5	Total amount of quoted price for Mechanical SOR			
6	Total amount of quoted price for Architectural SOR			
7	Total Amount (inclusive of all applicable taxes & duties excl. GST)			
	[1+2+3+4+5+6]			
8	Applicable rate of GST (CGST&SGST/ UTGST or IGST) in % on the Total Amount mentioned at Sl. No. 7 above-Refer Note 1) below.	18.00%		
9	Gross Total Amount (inclusive of all applicable taxes & duties incl. GST) (Sl. No. 7 + 8)			
Notes: Currency must be Indian Rupees (INR) only.				
10	Service Accounting Code (SAC)-Refer Note 2) below.		995414	
<p>Note: 1) Rate of GST indicated against sl. no. 8 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.</p> <p>2) Service Accounting Codes (SAC) indicated against sl. no. 10 above is the code in general applicable for similar nature of work. Bidder must ascertain correctnes of the same while submitting the bid. Any errors of the same by Bidders shall be to their account.</p> <p>3) In case of any item(s) provided by owner as free issue, the implication of GST on free issue items, if applicable, shall be borne by owner.</p>				
Place			Signature of Authorised Signatory	
Date			Name :	
Tender No.: _____			Designation :	
Offer No. & Date : _____			Seal :	

		SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))				Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)			
Item No	Description of items	Unit	Qty.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)			
PART - I : CIVIL WORKS									
	SITE CLEARANCE								
CIV-01	SITE CLEANING AND LEVELLING, REMOVAL OF MALWA, BUSHES, TREES UP TO 30 CM GIRTH ETC.								
a)	Clearing of site by removal of debris, malba, grass, cleaning bushes including uprooting of rank vegetation, green bush wood, trees and saplings of girth upto 30 cms (measured at a height of 1m above ground), including disposal of unserviceable material at an un objectionable place, stacking of serviceable material as per instruction taking all necessary precautions for safety of existing structures, service lines etc. all necessary tools, tackles and safety barricades shall be arranged by the contractor.	SQM	2200						
	Note:								
	1. Rate includes cost of all labour, tools, tackles, hire charges, royalties, levies, leads, loading/unloading, transportation, water, electric power, illumination etc. complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.								
	EARTH WORK								
CIV-02	EARTH WORK IN EXCAVATION/ SITE GRADING AND BACKFILLING								
a)	Earthwork in excavation in all kinds of soil including soft rock upto 3.0 M depth (excluding rock requiring excavation by mechanical means) and including all lifts, in both wet and dry conditions, dewater-ing of surface and subsurface water, shoring, planking and strutting (if required) including backfilling with approved earth and compacting in layers of 15 cm within any lead as directed with watering, ramming and compacting thoroughly each layer disposal/stacking of surplus excavated soil and unserviceable earth etc. within any lead and as per technical specifications and direction of the engineer in charge.	CU.M.	2100						
b)	Same as above for more than 3.0 M depth.	CU.M.	700						
C)	Earth work (in all types of Rocks) in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 500 m and lift upto 1.5 m, disposed earth to be levelled and neatly dressed	CU.M.	2100						
	Notes:								

	1. The Contractor shall take into account in his rate, the provision for excess excavation required for necessary working space, cutting in slopes etc., which may be required for excavation and other allied works and refilling the side slopes and working space in layers as per requiremet.					
	2.Rate to include cost of all labour, tools, tackles, equipment, hire charges, shoring, bailing and pumping out water etc. with all bye works and sundry works complete in all respects.					
	3. To be read in conjunction with relevent clause of PJS					
	(The measurement for payment shall be for the theoretical exca-vation volume only as per drawing i.e. for the volume of the block of the excava-tion having the depth and maximum bottom dimensions as per drawing after deducting corresponding quantity of hard rock if any paid sepa-rately under respective items. The contractor shall take into account in his rate the provision for any excess excavation for necessary working space, steps, sloping etc required for excavation safety and other allied works and refilling the side slopes/working space etc.).					
CIV-03	EARTH WORK IN FILLING					
a)	Earth work in filling with good quality borrowed earth (from approved source) in the layers of 150 mm and compacted up to 90% (Proctor Compaction Test) to its Maximum Dry Density (Optimum Moisture Content by means of roller of different kinds depending on the soil characteristics) up to 3 m depth and any plan dimension including all testing, watering, rolling each layer with 1/2 tonne roller or wooden or steel rammers, and every 3rd and top-most layer with power roller of minimum 8 tonnes and dressing / filling up ground depressions etc. complete in all respect as per scope of work, detailed construction drawings, as per technical specifications and directions of the Engineer-in-charge.	CU.M.	2600			
b)	Same as above for more than 3.0 M depth.	CU.M.	900			
	Notes:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, cost of borrow earth by way of royalties, right of way, cess, and backfilling using serviceable earth in all conditions, etc.					
	2. To be read in conjunction with relevent clause of PJS					
CIV-04	SAND FILLING					
	Supplying and filling Sand in 150 mm thick layers watering, rolling, ramming, consolidating and dressing the surface including cost of sand (zone-II/Zone-III sand only) complete in all respect as per scope of work, detailed construction drawings as per technical specifications and directions of the Engineer-in-charge.	CU.M.	1000			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, all leads, transportation, loading/unloading, levies towards disposal of surplus/unserviceable earth, borrow earth including compaction and making required slopes and berms, working space etc. with all bye works and sundry works.					
	2. Only plan dimensions as per drawing and true levels & net volume after compaction are measurable for payment purpose.					
	3. To be read in conjunction with relevent clause of PJS.					
	CONSTRUCTION WORK					
CIV-05	BRICK WORK IN SUB STRUCTURE					

	Providing and construction and handing over brick masonry work with brick class designation M-5.0 of IS:1077 in Cement Mortar 1:4 (1cement : 4 coarse sand) below DPC including weep holes, excavation and backfilling with serviceable earth, complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.	CU.M.	270			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, 1st class bricks (strength not less than M-5.0, other minor construction materials, DPC, shuttering, staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, finishing, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works.					
	2. Only net brick masonry volume as per drawing are measurable for payment purpose.					
	3. To be read in conjunction with relevent clause of PJS.					
CIV-06	BRICK WORK IN SUPER STRUCTURE					
	Providing and construction and handing over brick masonry work with brick class designation M-5.0 of IS:1077 in Cement Mortar 1:4 (1cement : 4 coarse sand) in superstructure, detailed construction drawings , technical specifications and direction of Engineer-in-charge.	CU.M.	500			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, 1st class bricks (strength not less than M-5.0), other minor construction materials, shuttering, staging, shoring/strutting, finishing, etc. with all bye works and sundry works					
	2. Only net brick masonry volume as per drawing are measurable for payment purpose.					
	3. To be read in conjunction with relevent clause of PJS.					
CIV-07	PLAIN CEMENT CONCRETE					
	Providing, laying in position, construction and handing over of PCC in all types of concrete works including levelling courses below foundations, mass concrete works, chambers, cable trench, under floors and any other locations (which are not covered as part of respective items of SOR) , at all levels and locations etc complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge.					
	a) PCC M-15 (1:2:4) [1 Cement : 2 coarse sand : 4 stone aggregate 20 mm nominal size]	CU.M.	56			
	b) PCC M-10 (1:3:6) [1 Cement : 3 coarse sand : 6 stone aggregate 40 mm nominal size]	CU.M.	140			
	c) PCC M-5 (1:4:8) [1 Cement : 4 coarse sand : 8 stone aggregate 40 mm nominal size]	CU.M.	56			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, coarse sand and coarse aggregates, other minor construction materials, shuttering, staging, shoring/strutting, finishing, etc. with all bye works and sundry works.					

	2. To be read in conjunction with relevent clause of PJS.					
CIV-08	REINFORCED CEMENT CONCRETE IN SUB STRUCTURE WORKS					
	Providing and laying RCC (reinforced cement concrete) of grade M-25 with 20mm and down grade crushed stone aggregate in all types of sub-structures like foundations, beam, columns, pedestals, pedestal bases, cable trench, shuttering, supplying etc. at all depths and levels complete as per drawings, specifications and directions of the Engineer-in-charge.	CU.M.	760			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement including sulphate resistant cement for sub-structures if required,excavation, other minor construction materials, shuttering , staging, testing of concrete, curing etc. except reinforcement steel with all bye works and sundry works complete).					
	2. To be read in conjunction with relevent clause of PJS.					
CIV-09	REINFORCED CEMENT CONCRETE IN SUPER STRUCTURE WORKS					
	Providing and laying RCC (reinforced cement concrete) of grade M-25 with 20 mm and down grade crushed stone aggregate in all types of super-structures like slab,columns, beams, pedestals, pipe supports, shuttering, supplying etc. at all heights and levels complete as per drawings , specifications and directions of the Engineer-in-charge.	CU.M.	600			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, coarse sand and coarse aggregates, other minor construction materials, shuttering, staging, shoring/strutting, testing etc. all bye works and sundry works.					
	2. To be read in conjunction with relevent clause of PJS.					
CIV-10	REINFORCEMENT STEEL					
	Supplying and Fabricating and Fixing in position HYSD Steel Reinforcements/ TMT Grade Fe-415/500 conforming to IS1786-1985 at all levels and positions including the Cost of transport, Straightening, Cutting, Bending, Cranking, Binding, Welding, Provision of necessary Chairs and Spacers, Preparation of bar bending schedule and getting the same approved by EIC etc., complete as per Drawings and Specifications and including Cost of binding wire, Labour etc., all complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge. The chairs and spacer bars provided will not be Measured for payment.	MT	140			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as reinforcement steel, binding wire etc. with all <u>bve works and sundrv works complete.</u>					
	2. Chairs, laps, spacers, wastage etc. shall be to contractor's account.					
	3. To be read in conjunction with relevent clause of PJS.					
CIV-11	BOUNDARY WALL					
	Providing, constructing and finishing of compound wall in RCC frame structure with 300mmx350mm column size at an interval of 3.0 m or as specified and height 2.1m with infill brick masonry 230 thk , 900mm high Y angle frames with Concertina coils and RBT tape as specified as per scope of work and detail construction drawings, including plastering, coping, painting, whitewash,concertina coil, finishes all complete as per technical specifications and direction of the Engineer-In-Charge.	Rm	760			

	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, RCC M25, concertina coil finishes, bitumen, Y angle, other minor construction materials, shuttering, staging, coping, expansion gap filling with "Capcell" armoured board of "Supreme" make or equivalent and white sealant material, plastering,painting and all other sundry works.					
	2. Foundation/ sub-structure to be paid separately in item for , R/F and RCC substructure vide respective item.					
	3. To be read with in conjunction with Particular Job Specification and tender drawing no. MEC/05/11/STD/022.					
	4.Reinforcement for columns and beam for superstructure shall be paid separately in respective SOR item.					
CIV-12	BUILDING WORKS					
	Construction & handing over of Utility/Office building complete in all respect as per drawng (to be supplied by Owner) and as per scope, technical specification and directions of Engineer-in-charge.					
	A) Super Structure (Above Plinth Level)					
	(Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, 75 grade bricks, R/F steel, inserts, bolts, conduits, finishes, other minor construction materials, shuttering, staging, masonry work, plastering, painting, false ceiling, flooring/ false flooring, water proof treatment on roof, anti termite treatement below foundation and floors, plumbing, sanitation, electrics etc. with all bye works and sundry works complete in all respects).					
	1. 40% on casting of roof and completion of brickwork upto roof level.					
	2. 50% on completion of all plumbing, sanitation, electrical, false ceiling, flooring, water proof treatment on roof, sewerage & finishing works inside and outside of the building.					
	3. 10% on handing over of the completed building to the owner.					
	B) Sub-Structure (Below Plinth)					
	(Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement, 75 grade bricks, other minor construction materials, shuttering, staging, earthwork in excavation and backfilling using serviceable earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, PCC, RCC Reinforcement Steel etc.).					
	1. All above Sub structure items like PCC, RCC & Reinforcement Steel shall be paid seprately as per respective SOR items.					
	(For payment purpose refer tender drawing for Building works enclosed vide drawing number SKT NO. MEC/05/11/STD/CNG/001)					
	<u>Utility/Office building – Control room ,Office room, Store Room, UPS, Panel Room, Battery Room, Electrical Room etc</u>					
	(To be read in conjunction with relevent clause of PJS)					
	NOTE: The following points may be taken care during construction of office building and while submitting offer.					

	1). Plastering in external work (20mm thick) and internal work (12mm thick) with chicken wire mesh and using Sikacim liquid water proofing and mortar admixture or equivalents in 1:4 (1 Cement : 4 Sand) cement mortar.					
	2). Plastering in ceiling 6mm with Sikacim liquid water proofing and mortar admixture or equivalents in 1:4 (1 Cement : 4 Sand) cement mortar.					
	3).Flooring work with Sika Wet Room Solution system or equivalents in WC/ Bath/Office building/ UPS / Battery room.					
CIV-13	BORE WELL					
a)	Supply,laying,drilling and commissioning of G.I.Bore well of 150 mm diameter and up to 100 m depth including submersible pump with all accessories, panel, wiring and all other works required to make it operational all complete in all respects as per scope of work and directions of the Engineer-in-charge.	NOS.	4			
b)	Extra over and above for more than 100 M depth.	Rm	200			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials including pipes, water meter, valves, boring, priming, cabling, pumps, clearing, earth work, etc. with all bye works and sundry works and consumables.					
CIV-14	SOAK PIT AND SEPTIC TANK					
	Providing and construction of septic tank and soak pit in brick masonry and base and top slab in RCC M25 complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	NOS.	4			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade OPC cement including chemical resistant paint for sub-structures,providing and fixing reinforcement steel, bricks, inserts, bolts, covers, aggregates/ sand fill, conduits, finishes, bitumen, other minor construction materials, shuttering staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering, plumbing, sanitation, etc. with all bye works and sundry works.					
	2. To be read in conjunction with relevent clause of PJS.					
CIV-15	Providing and laying non-pressure S&S NP2 class 450 Dia R.C.C. pipes with collars jointed with stiff mixture in the proportion of 1:2 (1 cement: 2 fine sand) including testing of joints etc complete.	RM	100			
	[1.Rate to including cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, RCC pipe, PCC on RCC pipes and manholes, jointing materials, other minor construction materials, shuttering, staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/ shuttering, bailing and pumping out water, masonry work, plastering, etc. with all type works and sundry works.]					
	[2. Only net length of RCC pipe laid excluding manhole will be measurable for payment. Manholes are included in this item.]					

	3. In case RCC/Brick box culvert is provided the payment shall be made under composite rates of respective items].					
	4. To be read in conjunction with relevant clause of PJS.					
	FORECOURT					
CIV-16	RCC FLOORING IN FORECOURT					
	Providing construction and handing over of 150 mm thick RCC (reinforced cement concrete) of grade M-25 with 20mm and down grade crushed stone aggregate forecourt over 100 mm thick PCC M-10 (1:3:6) & 150 mm thick stone soling (63mm to 90mm) with voids filled with coarse sand and murrum including reinforcement steel complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge.	SQ.M.	1800			
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, concrete, R/F steel, earth work in excavation in cutting earth in all conditions, shuttering, expansion joint, boulders, PCC etc. with all bye works and sundry works. Cable and pipe trench area will be deducted from forecourt area.					
	2. To be read in conjunction with relevant clause of PJS.					
CIV-17	WEARING COURSE OVER RCC FLOOR					
	Providing & laying in panels 50 mm thick M-25 (1:1:2) (1 cement, 1 fine aggregates, 2 (6mm) coarse aggregate) screed with wire mesh of 4 mm thick & 75 mm square over RCC floor, all complete as per scope detailed drawings, technical specifications and directions of the Engineer-In-Charge.	SQ.M.	1600			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, wire mesh of 4 mm & 75 mm square, screed M-25, shuttering, staging with all bye works and sundry works].					
	2. To be read in conjunction with relevant clause of PJS.					
CIV-18	PROVIDING AND LAYING FLOOR HARDENER					
	Providing and laying heavy duty hardening compound over forecourt ("Diamond Plate" of STP/ "NITO FLOOR HARD TOP" of FOSROC/ "FloorTop ERIU" of CICO / "Floor Top Dura 999" of ROFF) to be laid in panels at all locations (Minimum coverage as per manufacturers specifications) complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-In-Charge.	SQ.M.	1600			
	Note:					
	1.Rate to include all material, hardening compound, labour, tools, tackles, shuttering, transportation, water charges, curing etc. complete.					
	2. To be read in conjunction with relevant clause of PJS.					
CIV-19	Providing and laying Sikaguard-63 or equivalents over RCC flooring in and around forecourt (to be laid in panels at all locations, minimum coverage as per manufacturers specifications) complete in all respects as per scope of work, detailed construction drawings, technical specifications of manufacturer and directions of the Engineer-In-Charge.	SQ.M.	1600			
CIV-20	POLYSULPHIDE FILLING IN JOINTS					

	Providing and placing 12x12 (d) mm polysulphide sealant, over 12x38 mm thickness of Cap cell- of supreme make in the expansion joints in the panels of forecourt and other specified locations; including sand fill, edge preparation by machine cut, cleaning, drying complete in all respects as per scope of work, detailed construction drawings, site sketches, technical specifications and directions of Engineer-In-Charge.	RM	800			
	Note:					
	1. To be read in conjunction with relevent clause of PJS.					
CIV-21	PROVIDING AND FIXING GRANITE STONE OVER DISPENSOR ISLAND					
	Providing and fixing 20 mm thick polished, machine cut granite stone for dispenser islands of required size and approved quality laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement , mixed with matching pigment, epoxy touchups, including rubbing, making edge moulding, curing etc all complete as per detailed construction drawings , technical specifications and directions of the Engineer-In-Charge.	SQ.M.	180			
	Note:					
	1. Rate to include all labour, tools, tackles, hire charges, water charges etc complete.					
CIV-22	PAVER BLOCK FLOORING					
	Supplying and laying of Cement Concrete inter locking paver block 80 mm thick, I shape or as any other approved shape, rough finish, M-40 strength of approved brand laid over the sand bed of minimum 100 mm thick. The CC interlocking blocks to be of uniform Grey colour or as approved by EIC complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge.	SQ.M.	2100			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such paver blocks, sand, earth work in excavation in cutting earth in all conditions, shuttering with all bye works and sundry works. Cable and pipe trench area will be deducted from paved area.					
CIV-23	SINGLE S.S.TUBE TRENCH IN FORECOURT					
	Providing and construction of Single SS tube trench in brick masonry over the 100 mm thick PCC (1:3:6) base with precast SFRC cover of 600x550X70 mm thk. along with edge angle (ISA 75x75x6) and fixing of ISA 50x50x6 for supporting pipe trays @ spacing of 1000 mm c/c along the trench, including 12 mm in CM 1:5 plastering of walls of trenches complete in all respect as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge. [RM	110			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, bricks, Edge angle, angle for supporting pipe trays, precast SFRC covers (600X550X70), aggregates / sand , finishes, bitumen, other minor construction materials, shuttering , staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works].					

CIV-24	DOUBLE S.S.TUBE TRENCH IN FORECOURT					
	Same as above for Double SS tube trench.	RM	65			
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as minimum 43 grade cement, bricks, Edge angle, angle for supporting pipe trays, Precast SFRC covers (600X550X70), aggregates / sand , finishes, bitumen, other minor construction materials, shuttering , staging, earthwork in excavation and backfilling using serviceable/ borrow earth in all conditions, shoring/strutting, bailing and pumping out water, masonry work, plastering etc. with all bye works and sundry works.					
CIV-25	Plaster in CM 1:4					
a)	a) Providing and laying 12 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	SQM	230			
b)	a) Providing and laying 20 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	SQM	420			
c)	a) Providing and laying 6 mm thick cement plaster on walls, RCC beams, columns and chajja excluding office building etc of mix 1:4 (1 cement, 4 fine sand) including making of typical grooves drip-course including hacking of RCC roof beams and columns surfaces and curing etc. complete in all respect as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-in-charge.	SQM	80			
	[Rate to include materials, scaffolding, tools & tackles etc complete.]					
CIV-26	Painting (APEX / Weather coat / Weather shield)					
	Supplying and applying 3 coats of Apex paint of Asian paints/ Weather coat of Berger paints/ Weather shield of ICI paints on external walls surfaces in approved colour at all heights as per scope of work and recommendations of manufacturer including surface preparation, primer putty etc. detailed construction drawings , technical specifications and directions of the Engineer-In-Charge.	SQM	900			
	[Rate to include priming coat of putty, scaffolding, tools & tackles consumables etc complete.]					
CIV-27	Painting (OBD)					
	Supplying and finishing internal walls and ceilings in plaster of paris punning to achieve an even finish and applying 3 coats of Oil Bound Distemper of Asian paints/ Berger/ICI brand in approved colour including surface preparation, primer, putty etc. as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-In-Charge.	SQM	900			
	[Rate to include priming coat putty, POP punning, scaffolding, tools & tackles etc complete.]					
CIV-28	White washing					



	White washing with Dehradun/Rajasthan lime in 3 or more coats to give an even finish including the cost of adding required adhesive (DDL), blue pigment (Robin Blue) etc. on walls, ceiling etc. complete in all respects as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge.	SQM	900			
	[Rate to include whitening, scaffolding, tools & tackles etc complete.]					
CIV-29	KERB STONE FIXING					
	Providing and fixing precast concrete Kerb stones (125 wide X 300 deep) of M-30 grade or equivalent of approved make and shape at or near ground level as per approved pattern and setting in position with cement mortar 1:3 (one cement : 3 coarse sand) including the cost of required centering, shuttering and finishing smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) wherever required over 75 mm thick PCC M-10 levelling course, complete in all respects as per scope of work, detailed construction drawings, technical specifications and directions of the Engineer-In-Charge.	RM	900			
	Note:					
	1. Rate to include all labour, tools, tackles, factory manufactured & steam cured Kerb Stones, shuttering, transportation, water charges, earth work if any, PCC etc complete.					
	2. To be read in conjunction with relevent clause of PJS.					
	MISCILLANEOUS OTHER ITEMS					
CIV-30	ANCHOR BOLTS AND NUTS					
	Providing and fixing in concrete at all levels and positions, bolts with nuts and washers, pipe sleeves etc. including painting the exposed surfaces with two coats of approved paint, providing grease to exposed area of bolts, welding wherever necessary, complete as per drawing, specifications and instruction of engineer in charge (PCC blocks, jigs and fixtures will not be paid extra) and protecting the same till final erection.	Kg	950			
CIV-31	GROUTING WITH NON-SHRINKABLE COMPOUND					
	Providing and laying manually or by pumping at all positions a ready mix non-shrink cementitious grout of compressive strength specified below for specified works e.g. base grouting of rotating equipment and other installation complete in all respects as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-In-Charge					
	a) Having compressive strength of 30 N/mm2	Per bag of 25 Kg	76			
	b) Having compressive strength 45 N/mm2	Per bag of 25 Kg	76			
	[1] Approved makes are ACC, FOSROC, ROFF, SEIKA QUALCRETE.					
	2) Minimum coverage as per manufacturers recommendations shall be applied in absence of actual field consumption data.]					
	3. To be read in conjunction with relevent clause of PJS.					
CIV-32	PROVIDING AND LAYING CAP CELL BOARD					
	Providing and laying Cap cell of Supreme make board or equivalent sealing in expansion joints at all locations; including sand fill, edge preparation, cleaning, drying complete in all respects all respects as per scope of work, detailed construction drawings, site sketches, technical specifications and directions of Engineer-In-Charge					

a)	25 mm thickness	SQ.M.	300			
b)	12 mm thickness	SQ.M.	300			
CIV-33	EXTERNAL DEVELOPMENT					
	Preparing the bed by scarifying and deweeding existing surface, placing humus earth mixed with manure/cow dung in the ratio of 8:1 for a depth of 30 cm, rough dressing, fine dressing, levelling and flooding with water, planting of selection 1 species of grass with 5 cm X 5 cm spacing as indicated by site incharge and thereafter maintenance and watering for 45 days including all labours, tools, tackle, complete.	SQ.M.	620			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as earth, plant material, manure, pesticides, earthwork etc., with all bye works and sundry works.					
	2. The rate to include all replacements, maintenance, watering etc. for 1 year.					
	3. To be read in conjunction with relevent clause of PJS.					
CIV-34	EXTERNAL SEWERAGE & STORM WATER PIPING					
	Supply, laying and commissioning RCC pipes of 150 dia/300 mm dia including earth cutting, filling, disposal of surplus earth, bed concrete, RCC pipe, SW gully trap/ chamber, grease trap, all complete in all respects as per scope of work, detailed drawings, technical specification and directions of the Engineer-In-Charge.					
	a) 150mm dia RCC pipe (NP-3 grade)	Rm	360			
	b) 300mm dia RCC pipe (NP-3 grade)	Rm	600			
	Note:					
	1. Only net length of RCC pipe laid in RM will be measurable for payment & Manhole provided will not be considered for payment I.e. included in this item.]					
	2. To be read in conjunction with relevent clause of PJS.					
CIV-35	INSERTS					
	Steel work welded in built up sections/framed work and embeded in concrete, including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc.as required.	KG	900			
CIV-36	STONE SOLING					

	Providing and laying stone ballast 40 to 115 mm size in layers upto 200mm thickness (wherever not covered in respective SOR items) with spreading & blinding material like sand, stone grit and compaction with mechanical means, watering etc. under floors/foundations as per drawings including cost of material complete in all respect as per scope of work, detailed construction drawings as per technical specifications and directions of the Engineer-in-charge.	CUM	740			
	Note:					
	1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, all leads, transportation, loading/unloading, levies towards disposal of surplus/unserviceable earth, borrow earth including compaction and making required slopes and berms, working space etc. with all bye works and sundry works.					
	2. Only plan dimensions as per drawing and true levels & net volume after compaction are measurable for payment purpose.					
CIV-37	Installation of Speed Breaker					
	supply and installation of high grade rubber and PVC made Speed Breakers at ingress and egress. Make, size and type shall be as per directions of Engineer-In-Charge	nos.	28			
CIV-38	Rain water harvesting system including bore well recharges etc Providing and construction of Rain Water Harvesting in brick masonry and base and top slab in RCC M25 complete in all respect as per scope of work, detailed construction drawings , technical specifications and directions of the Engineer-in-charge	nos.	4			
CIV-39	Supplying and laying G.I. (Medium Class) conduit pipes of the following diameters in required length and bending to required shape at all heights and locations to be embedded in concrete or masonry, and protruding out from the face, with threaded ends (if required) as shown in the drawings, with all bye-works complete as per specification and direction of the Engineer.					
	a) 65mm dia	RM	60			
	b) 100mm dia	RM	60			
	c) 150mm dia	RM	40			
	d) 250mm Dia	RM	20			
CIV-40	Providing and laying screed with cement concrete 1:2:4 (1 cement : 2 coarse sand :4 coarse aggregate) over roof using Ordinary Portland Cement 43 Grade (12 mm down graded coarse aggregate) with smooth finish and required slope (min. 50 mm thick & max. 125 mm thick).	Cum	28			

CIV-41	Providing and laying waterproofing membrane of Sikalastic, Dr. Fixit, or equivalent for Roof treatment, chajjah, fins and wherever required. All works shall be carried out as per specifications and manufacturer's instructions including all byeworks and at all heights and levels and also as per the directions of the Engineer Incharge.	SQM	140			
CIV-42	Supply and fixing structural steel plate, frames, MS Rounds, angles, channel, flat, chequered plate and grating over drain including cleaning dirts, rusts etc. prior applying two coats of primer and 3 coats of painting all as per specificatins and directed by the EIC.	MT	36			
CIV-43	Providing and fixing 18mm thick black/ coloured granite, gang saw cut mirror polished (premoulded and prepolished) machine cut for kitchen platforms, vanity counters,sills , facias,columns and similar locations of required size of approved shade and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.	SQM	400			
CIV-44	DEMOLITION OF R.C.C./BRICKS/STONE MASONARY					
	Site clearance by demolition of R.C.C./PCC/Brickwork/Stone Masonry/Stone Soling, Flexible pavements etc. along with removing the debris and disposal of unserviceable material to any lead and staking of serviceable materials, handing over serviceable material to concerned department if required as per technical specifications and direction of Engineer-in-charge.	CUM	50			
	Note:					
	1. Rate includes cost of all labour, tools, tackles, hire charges, royalties, levies, leads, loading/unloading, transportation, water, electric power, illumination etc. complete in all respects as per scope of work, detailed construction drawings, technical specifications and direction of Engineer-in-charge					
	2. Demolition of RCC/PCC/Brick Masonry/Road will be paid in NET CUM as demolished.					
	3. Cutting of Trees					
CIV-45	PILING UNDER FOUNDATION					
a)	Providing and fixing in position "Bored cast in situ RCC piles skin friction/end bearing type upto 500 mm diameter and 30 T capacity in M 25 Concrete " excluding the cost of reinforcement and getting the designs of same approved by TNGCL/ MECON including driving in ground at specified locations by using standard tools for construcing a rigid support base for supporting the pipe line, boundary wall, buildings etc including all bye works, complete as per drawings, specification and directions of the Engineer-in-charge.	RM	1500			
	Notes-1. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials, shuttering, providing and fixing reinforcement steel testing etc. with all bye works and sundry works and consumables.					
	2. Reinforcement will be paid seperately in respective SOR item.					
b)	Vertical load testing of piles in accordance with IS 2911 (Part IV) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per specification & the direction of Engineer in-charge.					
	Single pile upto 30 tonne capacity					



	Initial test	Nos	4			
	Routine test	Nos	8			
	TOTAL FOR CIVIL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place: Date: Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory: Name : Designation : Seal :		

	SCHEDULE OF RATES (UNPRICED BID)FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)						
SI No.	Item No.	Description	Unit	Quantity	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
1	2	3	4	5	6	7	8
		STEEL STRUCTURAL WORKS					
1	ST-1	Canopy in Structural Steel Supply, fabrication, erection and handing over of structural steel fabricated canopy [steel structures tentative weight @ 85 Kg/Sqm] with 0.6mm thick Zincalume/galvalume colour coated steel sheets for roof sheeting as per specification, including 0.6mm thk. cold rolled colour coated steel profile sheet of Trac (150F) Pre-Coated Steel false ceiling system, with powder coated finishes as per manufacturers instruction and specification, facia, flashings, Rain Water Pipe, electrical cable pipe & Gutter, including surface preparation by mechanical cleaning including application of one coat of Zinc phosphate primer of DFT 35 microns at shop, second coat of Zinc phosphate primer of DFT 35 microns at site after erection and two coats of finishing paint of synthetic enamel of DFT 25 microns each per coat at site (Total DFT 120 microns). The work is to be completed in all respect as per technical specification of Canopy, scope of work, detailed construction drawings and directions of the Engineer-in-charge. (rectangular plan area shall be considered for measurement)	M ²	630			
	Notes:	1. The tentative weight of structural steel shall be 85 kg/m2 (only weight of Steel structures elements excluding sheeting and false ceiling) of canopy area. A variation of +/- 15% of structural steel weight shall be deemed included in the item. Any increase/decrease beyond this limit shall attract payment/deduction @ Rs. 80000/- per Tonne.					
		2. Rate to include cost of all labour, tools, tackles, equipment, hire charges, supply of all materials such as structural steel, purlins, nuts, bolts, washers, screws, seals, wire ropes, roof sheeting, flashing, fitting and fixtures, false ceiling system, gutter, rain water pipes, electrical cable pipe and bends, electrodes, edge colour coated sheets (for signage works), primer, paint and all consumables etc. with all bye works and sundry works complete in all respect.					
		3. Rate to exclude cost of electrical wiring for under lights and Signage works, supply & fixing of all electrical fixtures/materials, signage works & Civil Foundation.					

2	ST-2	Supply, fabrication & erection of Steel structure	KG	28500			
		Supplying, Fabricating & Erecting in position steel structures fabricated from MS rolled section conforming to IS:2062 and/or from pipes conforming to IS:1161 for cascade supporting structures, loading/unloading platform, MS Gratings, Cat Ladder, handrails, hoardings for signages, LCV stand, etc. or any other structures required as per constructon drawings for completion of works, including surface preparation by mechanical cleaning including application of one coat of Zinc phosphate primer of DFT 35 microns at shop, second coat of Zinc phosphate primer of DFT 35 microns at site after erection and two coats of finishing paint of synthetic enamel of DFT 25 microns each per coat at site, including loading, transportation and unloading delivery at erection site of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension. The work shall be completed in all respect as per drawings, technical specification and direction of the Engineer-in-Charge.					

3	ST-3	Providing and Fixing Fencing Structure Supplying, fabricating & fixing of steel structural fencing fabricated from pipes conforming to IS:1161 and plates conforming to IS:2062 & fixing of GI weldmesh made from 3mm GI wire @ 75 mm bothways to structural steel frame by means of welding/bolting, including surface preparation by mechanical cleaning including application of two coats of approved quality of synthetic enamel paint over a two coat of primer in approved shade including loading, transportation and unloading delivery at erection site, of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension including making pockets & pouring with PCC (1:2:4) in of block 500x500x500 for fixing of posts etc complete as per drawing, technical specifications, scope of works and directions of the Engineer-In-Charge.	RM	560			
	a)	Fencing height 2.1m					
4	ST-4	Providing and Fixing Fencing Gates Supply, fabrication & fixing of fencing gates fabricated from pipes conforming to IS:1161, plates conforming to IS:2062 & fixing of GI weldmesh made from 3mm GI wire @ 75 mm bothways to structural steel frame by means of welding/bolting, locking arrangement, etc., including surface preparation by mechanical cleaning including application of two coats of approved quality of synthetic enamel paint over two coats of primer in approved shade including loading, transportation and unloading delivery at erection site of all fabricated structures, storage and handling at site, site assembly and finally erection of structures at appropriate location, alignment and welding of all structures true to line, level, plumb and dimension including making pockets & pouring with PCC (1:2:4) in block of size 500x500x500mm for fixing of posts etc. complete as per drawings, technical specifications, scope of works and directions of the Engineer-In-Charge.					
	a)	4m Wide x 2.1m High					
	b)	2m Wide x 2.1m High					
5	ST-5	Providing and fixing chequered plate covers Providing and fixing chequered plate in panel over cable trench, man hole cover & over steel structure platform including cutting, welding of stiffeners, hoisting, fixing in position, and applying two or more coats of approved quality synthetic enamel over a priming coat of approved colour etc. complete as per scope, detailed drawings, technical specifications and directions of the Engineer-In-Charge.	KG	11750			

6	ST-6	Providing and fixing safety guard	Nos.	120			
		Providing and fixing safety guard with 80 mm heavy duty G.I. Pipe (size 600 deep and 500 width inside) grouted with ready mix high strength grout mortar of approved manufacturer and painted with approved quality paint as per scope of work, detailed construction drawings, technical specifications and directions of Engineer-In-Charge.					
Notes:							
	1	The quantities indicated are estimated, hence are approximate. Final payment will be made based on actual quantities as per bill of materials.					
	2	The cost & weight of bolts (permanent and service), washers, electrodes, putty, gases, shims, packs, cost of straightening the raw materials, cutting of flats from plates and providing splices, paints, tools, plants, testing of materials, Inspection, etc. and all other consumables as required for completion the work shall be deemed to be included in the quoted rates.					
	3	All handling and transport charges of raw materials and fabricated structures including re-handling, as required, for completion of work in accordance with execution schedule, are deemed be included in the quoted rates.					
	4	All accessories like MS tower bolts, MS Pivot, MS Wheels, MS Tee section, locking arrangement etc. shall be measured by weight only.					
	5	Contractor shall ensure proper alignment and smooth operation of Gate.					
	6	The quoted rates shall be inclusive of all applicable taxes and duties, octroi, etc.					
		TOTAL FOR STRUCTURAL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place:				Signature of Authorised Signatory:			
Date:				Name :			
Tender No.: _____				Designation :			
Offer No. & Date : _____				Seal :			

	<div>SCHEDULE OF RATES (UNPRICED BID)FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))</div> <div>Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)</div>						
	ELECTRICAL WORKS (ERECTION)	Unit	Total QTY.	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)	
Sl. No	Description of Item						
1.0	Erection, Testing and Commissioning of power distribution board (PDB) and Lighting Distribution Board (LDB) :						
1.1	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	2				
	Dual In-comer of 315 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer.						
	Outgoing with 02 nos. 250 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp						
1.2	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	2				
	Single In-comer of 125 Amp (with Single phase preventer) with MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP)						
	Outgoing with 01 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with 02 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual						
1.3	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	Nos.	8				
	Single Incomer 125 Amp 4P MCCB (with Micro processor and based O/C,S/C & E/F RELEASE with LSIG & Shunt trip) .						
	Outgoing with 2 nos. 80 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE with U/V Protection for Booster feeder only)						
	Outgoing with - 2 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)						
	Outgoing with HRC Fuses -2 nos. 32 Amp TPN MCB						
	Outgoing with fuse 6 Nos. DP MCB 10 Amp with Timer(24Hrs) Auto/Mannual						

1.4	415 V, 30 KA single front Floor mounted type indoor PDB to receive input power at CNG Station consisting of bus bar chamber, cable alley,complete with wiring, indication lamp, ammeter, voltmeter, MFM (Multi Function Meter) etc including all labour and materials with operating mechanism, all accessories, mandatory spares as per data sheet, auxiliaries etc complete in all respects as specified in technical specification, data sheet as per standard Specification No. : MEC/TS/05/E9/076 .	No	2			
	Dual In-comer of 400 Amp & 125 Amp (with Single phase preventer) with interlock 4P MCCB (with Micro processor based O/C,S/C & E/F RELEASE WITH LSIG & SHUNT TRIP) With Electrical (via Power contactor) & Mechanical interlock for both the incomer.					
	Outgoing with 02 nos. 315 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 08 nos. 63 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with 04 nos. 32 Amp TPN MCCB (with TM based O/C,S/C & E/F RELEASE)					
	Outgoing with fuse 4 Nos 20 Amp TPN MCB & 4 Nos. DP MCB 16 Amp with Timer(24Hrs) Auto/Mannual					
1.5	Floor mounted APFC panel of 20 KVAR capacitor bank in steps of 4X2.5+4 2X5KVAR capacitor of 6 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	No	4			
1.6	Floor mounted APFC panel of 10 KVAR capacitor bank in steps of 4X2.5+4 capacitor of 4 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	Nos.	8			
1.7	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 150A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	10			
1.8	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 400A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 15/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	4			
1.9	Change over switch(COS) sheet steel (2 mm thick) enclosed of following rating for mounting on wall . 400A, 415V, 4 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 150/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
	LIGHTING DISTRIBUTION BOARDS					
2.0	Erection, Testing and Commissioning of 415V/240V lighting/power panels, Surface/Recess mounting type in weather/flare proof (with hinged cover) sheet steel enclosure of approved make having 4 Pole MCCB(LSIG)/RCCB (MCB + ELCB) as incoming and SP/DP/TP MCB (9KA type) for out going circuit complete with wiring,indication lamp, ammeter etc including all labour and materials as per specification and the direction of Engineer-in-charge.					
2.1	Surface/Recess mounted Lighting Panel (I/E-LDB) for Building Lighting consisting of two incomer one is 32A,4P,RCCB and second is 40 Amp,DP,RCCB (100mA sensitivity) as incomer(Grid-Invertor supply) along with necessary interlock through contactor (4P ,63A Contactor) with two isolated Cu busbar and 4 Nos. 10A DP MCBs, 8 Nos.6A DP MCBs & 08 Nos. 12A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	4			
2.2	Power Point Lighting Panel (PP-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB and 06 nos. 20A DP MCBs,06 nos. 16A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	2			
2.3	Outdoor Lighting Panel (O-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB as incomer and 12 nos. 20A TPN MCBs,06 nos. 16A TPN MCBs as out goings complete with Contactor(4P ,63A Contactor with 24Hrs timer), timer, A/M switch, PB with timer and 5 Nos. 20 Amp TPN MCB, 2 Nos. 16A TPN MCB are without timer etc indication lamp.	Nos.	2			
3.0	Erection, Testing and Commissioning of 1100VA sine wave Inverter system with 1x150Ah Battery backup, completely maintenance free lead-acid battery for critical lighting in control room building & outdoor area (Make Inverter: Su-Kam, Genius, Microtek, Battery: Exide, Amaraja).	Nos.	2			

4.0	Erection, Testing and Commissioning of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and labour as per specification and drawings approved by the company in with IS 3043					
4.1	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	102			
4.2	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	16			
4.3	GI Strip (50X6) mm	Mtrs	3000			
4.4	GI Strip (25X3) mm	Mtrs	5600			
4.5	GI lightning rod 25 mm dia. 1800 mm long including all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	8			
4.6	Advance maintenance free earthing system with 3mtr earth electrode of low carbon steel with 250 micron copper coating with carbon based backfill compound as per IS 3043/IEEE-80.	Nos.	8			
4.7	Arrangement for Earthing of LCV with Flexible green Cu wire (25 sqmm of 30 Meter length) ,Clamp (including bolting arrangement) ,Flexible PVC and other item etc.	Sets	14			
5.0	Laying, termination, glanding, testing of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.					
5.1	3.5x 150 mm2 A2XFY	Mtrs.	400			
5.2	3.5x 95 mm2 A2XFY	Mtrs.	120			
5.3	3.5x 50 mm2 A2XFY	Mtrs.	580			
5.4	3.5x 35 mm2 A2XFY	Mtrs.	240			
5.5	4x 25 mm2 A2XFY	Mtrs.	140			
5.6	4x10 mm2 2XWY	Mtrs.	360			

5.7	4x 6 mm2 2XWY	Mtrs.	3400			
5.8	4x 2.5 mm2 2XWY	Mtrs.	9000			
6.0	Wiring for main/ submain with 4 x 6 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	4			
7.0	Wiring for main/ submain with 4 x 4 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	4			
8.0	Erection, Testing and Commissioning of lighting fixtures,Pole complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.					
8.1	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	100			
8.2	Integral flame proof Flood Light fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire Baliga make or equivalent)	Nos.	8			
8.3	Erection of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, junction boxes etc. as required.	Nos.	32			
8.4	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	100			
9.0	ERECTION OF DISTRIBUTION TRANSFORMER Erection, Testing and Commissioning of 11 kv/433 V outdoor type,3Ph,50Hz,copper wound, Dyn11, ONAN distribution transformer complete with all accessories as per REC specification 11/1976 and/or IS 2026/1180. and latest amendments there of and first oil filled. Termination arrangement for HV side : HT bushing & LV side Cable end box/Terminal box of following rating (Make of Transformer shall be approved from State Electricity Board/MECON)					
9.1	315KVA	No.	4			
9.2	200KVA	No.	0			
9.3	100KVA	No.	0			
9.4	63KVA	No.	8			



10.0	All the items listed at (Sl. No. 10.1 to 10.4 below) all miscellaneous materials etc as required to complete the HT & LT installation ,testing and commissionig as per the tender. (All electrical equipments shall be approved from State Electricity Board/MECON.)					
10.1	Double pole Structure with MS joist ISMB 200 x 100 mm, 9 m long complete with 100 x 50 mm MS channels of required length and size ; 11 kV 3 Ph. horizontal Gang operated Air Break switch, DO fuse, lightning arrestors of suitable ampere rating;pin insulators, disc insulators, operating rod, handle, locking arrangement, copper wire for jumper connection, stay set complete with all accessories etc as required inclusive of paint (two coats of primer & two coats of final aluminum paint) and concrete foundation.	Set	12			
10.2	Erection of 11 kV, ACSR weasel conductor as required for stringing between State Electricity Board Double pole and consumer double pole structures.	Mtrs	360			
10.3	Chain link fencing of (height 2.5 m) for the sub station area with ISA 50 x 50 x 6 mm angle and 4 mm thick welded wire mesh and 1 no. gate (3x3 mtr.) complete with all material, welding and labour etc(20 mtrs/set).	Set	12			
10.4	40 mm blue granite metal for spreading in the fenced area .	Cum	360			
11.0	Erection, testing & Commissioning of point wiring as per details in construction drawing & specification includes PVC conduits in ceiling, complete wiring including flexible wire (FR PVC), switch boxes & switches (ANCHOR ROMA make or equivalent), Multi strand Flexible HR PVC insulated copper conductor wires/cables for following items- Light Point					
11.1	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-36 -CDL of CG make or equivalent).	Nos.	80			
11.2	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-18 -CDL of CG make or equivalent).	Nos.	80			
11.3	Industrial Flame proof fluorescent lamp/LED fitting with lamp (type EXTL 240 of CG make or equivalent).	Nos.	8			
11.4	Exhaust fan (Industrial type 300/450 mm) with louvers,950 rpm,55watt with flap.	Nos.	16			
11.5	Flame Proof (CMIFR approved) 12" Exhaust Fan.0.25HP motor,1440 rpm. (Preferred Make: Baliga, FCG, CGL, Prompt)	Nos.	8			
11.6	Socket outlet (5/15 Amp combination) of ANCHOR ROMA make or equivalent	Nos.	52			
11.7	20 Amp sheet steel enclosed industrial type socket with 20 Amp DP MCB for AC.	Nos.	28			
11.8	Ceiling fan with electronic regulator (Energy efficient, 50W, 1200 mm sweep)	Nos.	16			
11.9	Wall mounted fan with electronic regulator (Energy efficient, 50W,) etc complete in all respect for wall mounting	Nos.	36			

11.10	Wall mounted fixture above Mirror/Wash basin of 10/15W LED etc complete in all respect.	Nos.	8			
12.0	UPS SYSTEM Erection, Testing and Commissioning by equipment manufacturer at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :					
12.1	5KVA, 230 V Single phase, Single UPS system suitable for input Power supply voltage of 320 V-460V TPN (184-265V/Ph), output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, ACDB(Incomer 63 Amp DP MCB & Outgoing 3 nos. 12A DP MCB,3 nos. 10A DP MCB,3 nos. 6A DP MCB, 3 nos. X 3Amp DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 36 KVAh (where KVAH = battery AH x 12 V x No. of cells). Charger rating Shall not be Less than 14 KW.Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	2			
12.2	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB/DCDB and UPS panel).	Lot	2			
12.3	3KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 32A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.10A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 10.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 08 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	10			
12.4	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	10			
12.5	1KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 16A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.3A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 3.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 03 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	No	2			
12.6	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	2			
13.0	Air Conditioners					
13.1	Erection, Testing and Commissioning of latest model (5 stars BEE certified) 2 T split inverter AC complete with remote, 5 KVA stablizer, 12 Hr timer, MS Stand for outdoor unit etc.	Nos.	28			
14.0	Flame Proof Welding Socket					
14.1	Erection, Testing and Commissioning of Flame proof type 63 Amp. Welding socket	Nos.	4			
15.0	Erection of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length ,clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.					
15.1	50 mm NB	Mtrs	5600			
15.2	100 mm NB	Mtrs	3400			

16.0	Erection, Testing and Commissioning of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses, horizontal and vertical splices along with cable tray cover (Wherever required for Asthetic look) etc. as required including all G.I hardware, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge					
16.1	Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.					
16.2	150mm wide	Mtrs	320			
16.3	300mm wide	Mtrs	320			
17.0	Erection Material					
17.1	Erection, Fixing and Commissioning of MS base frame support for switch gear and bracket for misc. electrical equipment, cable tray support out of roled MS section, pipes, plates etc including welding, bolting, reveting, necessary anchor bolts and grouting etc paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge					
a	For Mother Station	Lumpsum	2			
b	For CGS	Lumpsum	2			
c	For Online Stn	Lumpsum	2			
d	For DBS	Lumpsum	8			
18.0	Erection and Commissioning of the following including necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.					
18.1	Shock hazard charts complete with frame and glass	Nos.	14			
18.2	First Aid Boxes	Nos.	14			
18.3	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	14			
18.4	Caution boards (Danger, High Volatage) including necessary clamps, bolts and other hardware.	Nos.	14			
18.5	Single Line Diagram complete in glass frame.	Nos.	14			

19.0	Laying and pasting of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	280			
20.0	Erection, Commissioning and fixing of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit,cable marker, nickle plated lugs, double compressed brass cable glands,brass					
a	For Mother Station	Lumpsum	2			
b	For CGS	Lumpsum	2			
c	For Online Stn	Lumpsum	2			
d	For DBS	Lumpsum	8			
21.0	Telephone & LAN					
21.1	Erection, Testing and Commissioning of following items at site as per specification :					
21.2	Telephone sockets (Piano reed Type) in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	20			
21.3	LAN sockets in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	20			
21.4	Four pairs,0.61mm, Telephone Cable/Wire, including accessories etc as required.	Mtrs	300			
21.5	UTP cable (CAT 6), Make : D Link/Amp/Lucent	Mtrs	300			
21.6	Main Distribution Frame - 12 pair	Nos.	4			
21.7	LAN switch with single incomer and min 10-port out going complete in all respect.	Nos.	4			
22.0	Construction of Cable Pit of all side brick wall (230mm th) with SFRC cover of Size 500 mm X500 mm (of inside clearance) X 600 (Depth)					
22.1		Nos.	90			
22.2	750 mm X 750 mm (of inside clearance) X 800 mm (Depth)	Nos.	20			

22.3	1000 mm X1000 mm (of inside clearance) X 1000 mm (Depth)	Nos.	32			
23.0	Installation,Testing and commissioning of CCTV system and Network Video recoerder(NVR) servers(Open architecture configurations) and CCTV client work stations including software storage for thirty days in server with necessary equipment like eathernet with convertor ,gateway and 32" LED(make Sony or equivalent) for display,all type cable(Power & signal) etc complete in all respect	Set	14			
23.1	Installation,Testing and commissioning of high resolution 1/4" CCD/1/4" CMOS vide dynamic range IP based Explosion proof fixed Camera with 8.5/9 mm to 85/90 mm vari-focal length and IR iluminator as minimum day night color camera in explosion proof housing with installation accesories like housing braket along with power Installation,Testing and commissioning unit,necessary convertor and surge suppressor unit and inclusive user licncse if any for life time, shall be complete in all respect.	Nos.	60			
24.0	All works relating to statutory approvals of the installation from competent authority like Electrical Inspectorate, CEA, DGMS, SEB etc. including carrying out of all required modifications in design / Manufacturer / Installation to meet the requirement of Indian Electricity rules and other statutory regulations in force, carrying out necessary paper work and liasion with the authorities to obtain all necessary clearances for charging of installation including diversion of HT/LT over head line by underground HT/LT cable(if any) as per relevant national standards for CNG station. However the official fees towards the approvals shall be reimbursed by the client.	LOT	1			
				Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place:				Signature of Authorised Signatory:		
Date:				Name :		
Tender No.:				Designation :		
Offer No. & Date :				Seal :		

		SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC))							

1.5	Floor mounted APFC panel of 20 KVAR capacitor bank in steps of 4X2.5+4 2X5KVAR capacitor of 6 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	No	4			
1.6	Floor mounted APFC panel of 10 KVAR capacitor bank in steps of 4X2.5+4 capacitor of 4 nos, consisting of bus bar chamber, cable alley, incoming (FSU,SFU with Fuse),all outgoing feeder(FSUs,SFU with Fuse) as specified in tender drg. no. MEC/-----/05/E9/E/1081B and as per specification no. MEC/TS/05/E9/076	Nos.	8			
1.7	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 150A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 95/50 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	10			
1.8	Outdoor type dust & weather proof sheet steel (2 mm thick) enclosed MCCB of following rating for mounting on wall or pedestal. 400A, 415V, 3 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 150/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	Nos.	4			
1.9	Change over switch(COS) sheet steel (2 mm thick) enclosed of following rating for mounting on wall . 400A, 415V, 4 Pole & Neutral AC-23 duty and suitable for termination of 3.5 x 150/120 sq.mm A2XFY cable on incomer terminals and outgoing terminals.	No	1			
	LIGHTING DISTRIBUTION BOARDS					
2.0	Design, engineering, manufacture, shop testing, supply including packing and forwarding, transportation, delivery at storage of 415V/240V lighting/power panels, Surface/Recess mounting type in weather/flame proof (with hinged cover) sheet steel enclosure of approved make having 4 Pole MCCB(LSIG)/RCCB (MCB + ELCB) as incoming and SP/DP/TP MCB (9KA type) for out going circuit complete with wiring,indication lamp, ammeter etc including all labour and materials as per specification and the direction of Engineer-in-charge.					
2.1	Surface/Recess mounted Lighting Panel (I/E-LDB) for Building Lighting consisting of two incomer one is 32A,4P,RCCB and second is 40 Amp,DP,RCCB (100mA sensitivity) as incomer(Grid+Invertor supply) along with necessary interlock through contactor (4P ,63A Contactor) with two isolated Cu busbar and 4 Nos. 10A DP MCBs, 8 Nos.6A DP MCBs & 08 Nos. 12A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	4			
2.2	Power Point Lighting Panel (PP-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB and 06 nos. 20A DP MCBs,06 nos. 16A DP MCBs as out goings complete with ammeter ,indication lamp etc.	Nos.	2			
2.3	Outdoor Lighting Panel (O-LDB) consisting of 63 Amp (100mA sensitivity) 4 Pole RCCB as incomer and 12 nos. 20A TPN MCBs,06 nos. 16A TPN MCBs as out goings complete with Contactor(4P ,63A Contactor with 24Hrs timer), timer, A/M switch, PB with timer and 5 Nos. 20 Amp TPN MCB, 2 Nos. 16A TPN MCB are without timer etc indication lamp.	Nos.	2			
3.0	Supply including packing and forwarding, transportation, delivery at storage of 1100VA sine wave Inverter system with 1x150Ah Battery backup, completely maintenance free lead-acid battery for critical lighting in control room building & outdoor area (Make Inverter: Su-Kam, Genius, Microtek, Battery: Exide, Amaraja).	Nos.	2			
4.0	Design, engineering,supply including packing and forwarding, transportation, delivery at storage, of the complete earthing and lightning protection system, earth electrodes/ pit, earth main ring, earthing of electrical equipments, instrument panels, field instruments, process equipments and pipes/ flanges including all associated civil work with all material (Like Bitumen coating) and					
4.1	Earth Pits- GI PIPE Electrode with 6 mm thick chequered plate cover	Nos.	102			
4.2	Earth Pits- Copper plate Electrode with 6 mm thick chequered plate cover	Nos.	16			
4.3	GI Strip (50X6) mm	Mtrs	3000			

4.4	GI Strip (25X3) mm	Mtrs	5600			
4.5	GI lightning rod 25 mm dia. 1800 mm long including supply of all hardware bare copper rope labour etc. complete as per approved drawings, specifications and directions of Engineer-In-Charge.	Nos.	8			
4.6	Advance maintenance free earthing system with 3mtr earth electrode of low carbon steel with 250 micron copper coating with carbon based backfill compound as per IS 3043/IEEE-80.	Nos.	8			
4.7	Arrangement for Earthing of LCV with Flexible green Cu wire (25 sqmm of 30 Meter length) ,Clamp (including bolting arrangement) ,Flexible PVC and other item etc.	Sets	14			
5.0	Design, engineering,supply including packing and forwarding, transportation, delivery at storage, of the 1.1kV grade XLPE insulated, PVC sheathed, FRLS power and control cables (conforming to IS:7098 and specification) including Cable Gland ,lugs of suitable size etc of following sizes in trenches/ excavated under ground trench /trays, pulling through pipes and its proper sealing, cutting of paved area, roads etc.					
5.1	3.5x 150 mm2 A2XFY	Mtrs.	400			
5.2	3.5x 95 mm2 A2XFY	Mtrs.	120			
5.3	3.5x 50 mm2 A2XFY	Mtrs.	580			
5.4	3.5x 35 mm2 A2XFY	Mtrs.	240			
5.5	4x 25 mm2 A2XFY	Mtrs.	140			
5.6	4x10 mm2 2XWY	Mtrs.	360			
5.7	4x 6 mm2 2XWY	Mtrs.	3400			
5.8	4x 2.5 mm2 2XWY	Mtrs.	9000			
6.0	Supply of Wiring for main/ submain with 4 x 6 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station.	Lumpsum	4			
7.0	Supply of Wiring for main/ submain with 4 x 4 sq.mm FR PVC insulated copper conductor single core cable/ wire in PVC conduit in recess/ trench as required for Mother CNG station..	Lumpsum	4			



8.0	Supply including packing and forwarding, transportation, delivery at storage of lighting fixtures complete with mounting bracket, flame proof/non flame proof, control gear box as per the type of fixture, lamps etc. including civil work with pipe inserts for cables and connecting work, with all material and labour as per specifications, drawings and instruction of Engineer-in-charge. Work to be completed in all respects.					
8.1	Street lighting, integral flame proof well glass fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire with flame proof control gear Model no. FLPW-1095 of Baliga make or equivalent)	Nos.	100			
8.2	Supply of Integral flame proof Flood Light fixture (CMIFR approved for Zone-1/2 gas group IIA & IIB) with 72 W LED luminaire Baliga make or equivalent)	Nos.	8			
8.3	Supply of the underlights for the canopy as specified including lighting fixture flame proof enclosure for Bulk Head Fitting(BH/OA/124, 1 x LED, 150W)of Sudhir make or equivalent, junction boxes etc. as required.	Nos.	32			
8.4	Street lighting pole 6mtr high GI octagonal pole (Type BOP-6030 of Bajaj make or equivalent) complete with bracket, GI clamps for fixing flame proof control gear box as per standard drawing (MEC/SD/05/E9/77/04) & specification (MEC/TS/05/E9/077B).	Nos.	100			
	SUPPLY OF DISTRIBUTION TRANSFORMER					
9.0	Supply including packing and forwarding, transportation, delivery at storage to site of 11 kv/433 V outdoor type,3Ph,50Hz,copper wound, Dyn11, ONAN distribution transformer complete with all accessories as per REC specification 11/1976 and/or IS 2026/1180. and latest amendments there of and first oil filled. Termination arrangement for HV side : HT bushing & LV side Cable end box/Terminal box of following rating (Make of Transformer shall be approved from State Electricity Board/MECON.)					
9.1	315KVA	No.	4			
9.2	200KVA	No.	0			
9.3	100KVA	No.	0			
9.4	63KVA	No.	8			
10.0	Supply of all the items listed at (Sl. No. 10.1 to 10.4 below) all miscellaneous materials etc as required to complete the HT & LT installation as per the tender. (All electrical equipments shall be approved from State Electricity Board/MECON.)					
10.1	Double pole Structure with MS joist ISMB 200 x 100 mm, 9 m long complete with 100 x 50 mm MS channels of required length and size ; 11 kV 3 Ph. horizontal Gang operated Air Break switch, DO fuse, lightning arrestors of suitable ampere rating;pin insulators, disc insulators, operating rod, handle, locking arrangement, copper wire for jumper connection, stay set complete with all accessories etc as required inclusive of paint (two coats of primer & two coats of final aluminum paint) and concrete foundation.	Set	12			
10.2	Supply, of 11 kV, ACSR weasel conductor as required for stringing between State Electricity Board Double pole and consumer double pole structures.	Mtrs	360			
10.3	Chain link fencing of (height 2.5 m) for the sub station area with ISA 50 x 50 x 6 mm angle and 4 mm thick welded wire mesh and 1 no. gate (3x3 mtr.) complete with all material, welding and labour etc(20 mtrs/set).	Set	12			

10.4	40 mm blue granite metal for spreading in the fenced area .	Cum	360			
11.0	Supply of point wiring as per details in construction drawing & specification includes PVC conduits in ceiling, complete wiring including flexible wire (FR PVC), switch boxes & switches (ANCHOR ROMA make or equivalent), Multi strand Flexible HR PVC insulated copper conductor wires/cables for following items- Light Point					
11.1	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-36 -CDL of CG make or equivalent).	Nos.	80			
11.2	Surface/ recess mounted LED light fixrure with LED lamp (type LCTL-18 -CDL of CG make or equivalent).	Nos.	80			
11.3	Industrial Flame proof fluorescent lamp/LED fitting with lamp (type EXTL 240 of CG make or equivalent).	Nos.	8			
11.4	Exhaust fan (Industrial type 300/450 mm) with louvers,950 rpm,55watt with flap.	Nos.	16			
11.5	Flame Proof (CMIFR approved) 12" Exhaust Fan.0.25HP motor,1440 rpm. (Preferred Make: Baliga, FCG, CGL, Prompt)	Nos.	8			
11.6	Socket outlet (5/15 Amp combination) of ANCHOR ROMA make or equivalent	Nos.	52			
11.7	20 Amp sheet steel enclosed industrial type socket with 20 Amp DP MCB for AC.	Nos.	28			
11.8	Ceiling fan with electronic regulator (Energy efficent, 50W, 1200 mm sweep)	Nos.	16			
11.9	Wall mounted fan with electronic regulator (Energy efficent, 50W,) etc complete in all respect for wall mounting	Nos.	36			
11.10	Wall mounted fixture above Mirror/Wash basin of 10/15W LED etc complete in all respect.	Nos.	8			
12.0	UPS SYSTEM Design, supply, packing, forwarding, delivery by equipment supplier at site including commissioning spares as required of UPS systems as per specification, block diagram and following rating :					
12.1	5KVA, 230 V Single phase, Single UPS system suitable for input Power supply voltage of 320 V-460V- TPN (184-265V/Ph), output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, ACDB(Incomer 63 Amp DP MCB & Outgoing 3 nos. 12A DP MCB,3 nos. 10A DP MCB,3 nos. 6A DP MCB, 3 nos. X 3Amp DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 36 KVAh (where KVAh = battery AH x 12 V x No. of cells). Charger rating Shall not be Less than 14 KW.Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	2			
12.2	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB/DCDB and UPS panel).	Lot	2			

12.3	3KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 32A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.10A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 10.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 08 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	Nos.	10			
12.4	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	10			
12.5	1KVA, 230 V Single phase, 50 Hz, single industrial type, UPS system suitable for input Power supply voltage of 320V-460V- TPN (184-265V/Ph) , output 230 V +/- 1%, AC with solid state voltage stabilizer for Bypass supply, Battery Bank ,ACDB (Incomer 16A DP MCB & Outgoing 4 Nos. 6A DP MCB & 6 nos.3A DP MCB) and 2.0 hrs. Battery backup (VRLA, 12V) and battery capacity shall not be less than 3.5 KVAh (where KVAH = battery AH x 12 V x No. of Batteries). Main input transformer rating Shall not be Less than 03 KVA,As per Block diagram, Specification & Data sheet and shall be complete in all respect. Make: M/s Hirel, M/s Dubas and M/s Synergy Systems	No.	2			
12.6	All interconnecting cables among UPS, Rectifier, battery stand, ACDB/DCDB etc (50 mtr shall be considered between battery bank and UPS panel, 30 mtr cable shall be considered between ACDB and UPS panel and any other cable which is not defined here but necessary for satisfactory operation of the UPS system).	Lot	2			
13.0	Air Conditioners					
13.1	Supply of latest model (5 stars BEE certified) 2 T split inverter AC complete with remote, 5 KVA stablizer, 12 Hr timer, MS Stand for outdoor unit etc.	Nos.	28			
14.0	Flame Proof Welding Socket					
14.1	Supply of Flame proof type 63 Amp. Welding socket	Nos.	4			
15.0	Supply of following sizes of GI With Class B (Medium Duty, For straight route length) / HDPE Pipe (for bend route) in required length ,supply of clamps, small iron structures, spacers plugs, sealent etc. and materials complete as per approved drawings and directions of Engineer-In-Charge.					
15.1	50 mm NB	Mtrs	5600			
15.2	100 mm NB	Mtrs	3400			
16.0	Supply of following Hot Dip Galvanized Ladder/Perforated Type cable trays (as per IS 2629) including bends, tee, crosses, horizontal and vertical splices along with cable tray cover (Wherever required for Asthetic look) etc. as required including supply of all G.I hardwares, all labour and material as required as per standard drawings, specification and direction of Engineer-in-charge					
16.1	Perforated type, made from 50mm height and 2.5 mm thick sheet steel & galvanized (86 microns) of following sizes.					
16.2	150mm wide	Mtrs	320			
16.3	300mm wide	Mtrs	320			
17.0	Erection Material					

17.1	Supply of MS base frame support for switch gear and bracket for misc. electrical equipment, cable tray support out of roled MS section, pipes, plates etc including welding, bolting, reveting, supply of necessary anchor bolts and grouting etc supply of paints applying one coat of anti rust primer two finish coats of approved synthetic enamel paints including bracking walls, floors etc for structure as required including supply of all GI hardware materials including all labour and materials complete as required and the direction of Engineer-in-charge.					
a	For Mother Station	Lumpsum	2			
b	For CGS	Lumpsum	2			
c	For Online Strn	Lumpsum	2			
d	For DBS	Lumpsum	8			
18.0	Supply of the following including the supply of necessary clamp, bolts, rawl plugs etc. breaking and making good of walls, if required , and including all labour and materials complete as per directions of Engineer-In-Charge, applicable standards and Indian Electricity rules.					
18.1	Shock hazard charts complete with frame and glass	Nos.	14			
18.2	First Aid Boxes	Nos.	14			
18.3	Carbon-di-oxide(CO2) type fire extinguisher 4.5 Kg capacity Complete with gunmetal valve conforming to IS : 3224 With ISI mark , Discharge horn with bend & wall fixing Bracket With Mfg. Test certificate	Nos.	14			
18.4	Caution boards (Danger, High Volatage) including supply of necessary clamps, bolts and other hardware.	Nos.	14			
18.5	Single Line Diagram complete in glass frame.	Nos.	14			
19.0	Supply of Insulating Mats 11kV grade (as per IS:15652 - 2006) of 1000mm width, required for maintenance of electrical equipment in substation as required including cutting to required shape in running length and including all labour and materials etc. complete and as per directions of Engineer-In-Charge as per applicable Indian or International standards and Indian Electricity Rules.	Mtrs	280			
20.0	Supply of electrical accessories including, cable tags, cable tie ,Flexible pvc conduit, cable marker, nickle plated lugs, double compressed brass cable glands, brass adaptor/reducers/nipples, fixing of metallic anchor fasteners for supporting of cable trays and misc. electrical switchgear including all labour and materials complete as required and as per directions of Engineer-In-Charge.					
a	For Mother Station	Lumpsum	2			
b	For CGS	Lumpsum	2			

c	For Online Stn	Lumpsum	2			
d	For DBS	Lumpsum	8			
21.0	Telephone & LAN					
21.1	Supply of telephone sockets (Piano reed Type) in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	20			
21.2	Supply of LAN sockets in recess PVC conduit including PVC conduit,telephone socket,cable,accessories etc as required.	Nos.	20			
21.3	Supply of 2 pairs,0.61mm, Telephone Cable/Wire, including accessories etc as required.	Mtrs	300			
21.4	Supply of UTP cable (CAT 6), Make : D Link/Amp/Lucent	Mtrs	300			
21.5	Supply of Main Distribution Frame - 12 pair	Nos.	4			
21.6	Supply of LAN switch with single incomer and min 10-port out going port complete in all respect.	Nos.	4			
22.0	Supply of Cable Pit SFRC cover of Size					
22.1	500X500(of inside clearance)X 600(Depth)	Nos.	90			
22.2	750X750(of inside clearance)X800(Depth)	Nos.	20			
22.3	1000X1000(of inside clearance)X1000(Depth)	Nos.	32			
22.4	Supply of CCTV system and Network Video recoorder(NVR) servers(Open architecture configurations) and CCTV client work stations including software storage for thirty days in server with necessary equipment like eathernet with convertor ,gateway and 32" LED(make Sony or equivalent) for display,all type cable(Power & signal) etc complete in all respect	Set	14			
22.5	Supply of high resolution 1/4" CCD/1/4" CMOS vide dynamic range IP based Explosion proof fixed Camera with 8.5/9 mm to 85/90 mm vari-focal length and IR iluminator as minimum day night color camera in explosion proof housing with installation accesories like housing braket along with power supply unit,necessary convertor and surge suppressor unit and inclusive user licencse if any for life time, shall be complete in all respect.	Nos.	60			
				Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place: Date: Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory: Name : Designation : Seal :		

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER’S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)					
Mechanical & Piping Works						
Item No.	Description	Unit	Total QTY	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
	SECTION-A : SS TUBE & FITTING - SUPPLY, LAYING & TESTING					
1.0 (a)	Laying, testing and commissioning of SS tubes along with fittings as per Technical Specification, Typical P & ID for type of CNG station and scope of work including handling, lifting, transportation from stores to CNG stations.					
1.1	1"OD X 0.120" min Wall thk. SS Tube (Refer TS Section III - A)	RM	992			
1.2	¾"OD X 0.095" min Wall thk. SS Tube (Refer TS Section III - A)	RM	2700			
1.3	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	180			
1.4	1/4"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	170			
1.0 (b)	SUPPLY OF SS TUBES as per Technical Specification					
1.1	1"OD X 0.120" min Wall thk. SS Tube (Refer TS Section III - A)	RM	992			
1.2	¾"OD X 0.095" min Wall thk. SS Tube (Refer TS Section III - A)	RM	2700			
1.3	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	180			
1.4	1/4"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	170			
2	Supply of SS Fittings,Valves					
	Quick Connect Body & Stem					

2.1	End connection:½" Tube OD, for stem & ½"NPT (F) for body Material : SS316; Rated pressure : 5000 PSI @ 70°F Temperature: 0°F to 400°F	Nos.	48			
	Plug					
2.2	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	72			
2.3	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	72			
	Caps					
2.4	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	48			
2.5	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	72			
	Union					
2.6	Size : 1" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	213			
2.7	Size : ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	460			
2.8	Size : ½" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	36			
2.9	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	37			
	Reducing Union					
2.10	Tube OD 3/4" x Tube OD 1/2", Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	112			
2.11	Tube OD 1" x Tube OD ¾", Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	8			
	Equal Tee					
2.12	Size:½" OD x ½" OD x ½" OD, Material:SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	38			

2.13	Size:¾" OD x ¾" OD x ¾" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	88			
2.14	VOID					
	Reducing Union Tee					
2.15	¾" OD x ½" OD x ¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	39			
2.16	1" OD x ¾" x 1" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	8			
	Tube End Connection					
2.17	½" Tube End & ¾" OD with Ferrule Fitting, SS316 (Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	48			
	Nut					
2.18	¾ " OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	144			
2.19	½" OD, Material : SS316(Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	36			
2.2	VOID					
	Front Ferrule					
2.2	¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	144			
2.21	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	36			
2.22	VOID					
	Back Ferrule					
2.23	¾" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	144			
2.24	½" OD, Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	36			
2.25	VOID					
	Male Connector					
2.26	Size ¼" NPT (M) x ¾" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	48			

2.27	Size 1/2" NPT (M) x 3/8" OD, SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	48			
	Cross					
2.28	3/4" OD X 3/4" X 3/4" OD X3/4" OD Material : SS316(Rated pressure : 5000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	13			
3	SS Ball Valves, conforming to MECON's Technical Specification No. MEC/TS/05/62/048 for SS Ball Valves of following sizes, specifications as indicated below :					
3.1	2-Way Floating Normal Bore Ball Valve ¾" (Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	116			
3.2	2-Way Floating Normal Bore Ball Valve ½" (Rated pressure : 6000 PSI @ 70°F Temperature : 0°F to 400°F)	Nos.	99			
3.3	3-Way Trunnion Mounted, Reducer Bore Ball Valve ½" OD end Connection and ¼" NPT (F) bottom end connection	Nos.	13			
4	Conductive Core Thermoplastic Hose					
4.1	3/8" ID Conductive Core Thermoplastic Hose for CNG Service with break away coupling	Nos.	14			
5	Supply, Laying, testing and commissioning of SS 304 Tubes along with isolation valves, reducers & fittings etc.as per Technical Specification, Typical schematic drg. for Ins. air line of CNG station and scope of work including handling, storage,lifting, transportation upto CNG stations. (Note:Total no.of ferrule fittings may be considered as one jointing ferrule at every 5.0 m)					
5.1	½"OD X 0.083" min Wall thk. SS Tube (Refer TS Section III - A)	RM	600			
SECTION-B	ERECTION OF MECH. EQUIPMENT					
1.0	Handling (including lifting and transportation from Client's store within city to CNG stations) and erecting in position, the following equipment either on the foundation at Ground level or on roof at approx 4 m above ground level. Contractor's scope shall include supply of all material and accessories including but not limited to any fixtures, clamps, gasket, nut bolts, etc.					
1.1	Cascade 4500/3000/2200 L water capacity. Erection at + 4.0 M level (Refer TS Section III - B)	Nos.	8			
1.2	Cascade 4500/3000/2200 L water capacity, Erection at + Ground level (Refer TS Section III - B)	Nos.	6			
1.3	Dispenser Erection at + Ground Level	Nos.	32			

Note:	The quantities given above against individual items are indicative and shall not be considered to be binding. The quantities may increase or decrease at site at the time of actual execution and as per the discretion of Owner/ Engineer-in-charge. The unit rate shall be operated to work out the final payment due to Contractor.					
SECTION-C	SUPPLY, ERECTION & COMMISSIONING OF MISCELLANEOUS ITEM					
1.0	Supply, erection & commissioning of following miscellaneous items as per technical specification and at locations (within the stations) as directed by EIC					
1.1	Air compressor pump (Refer TS Section III - C) (Tyre Inflator)	Nos.	2			
1.2	Water cooler (Refer TS Section III - C)	Nos.	2			
1.3	Fire fighting Equipments (Refer TS Section III - C)					
1.3.1	DCP -10 Kg	Nos.	80			
1.3.2	DCP -75 Kg	Nos.	14			
1.3.3	CO2 – 4.5 Kg	Nos.	14			
1.3.4	Sand Bucket (4 Nos. on each strand)	Nos.	14			
1.3.5	Wind Socks	Nos.	2			
SECTION-D	SUPPLY AND INSTALLATION OF ABOVEGROUND STEEL PIPING AT CNG STATIONS.					
1.0	SUPPLY OF ASSORTED PIPE, FITTINGS AND FLANGES					
	Complete work of supply of pipes, flanges and fittings including all taxes, duties, transportation and inspection charges but not limited to, the following items in accordance with PMS (piping material specification), relevant specifications & drawings indicated in scope of work indicated in SCC and instructions of Engineer-in-charge and as per all provisions of the CONTRACT DOCUMENT					
-	Handling including lifting, transportation from Contractor Stores to CONTRACTOR's workshop for fabrication and/ or to work site for field fabrication and erection for all piping items supplied by Contractor.					
1.1	Carbon Steel Pipe					
	<u>Size</u> <u>Rating/ Schedule</u>					
1.1.1	12" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) S40	Meter	24			

1.1.2	8" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) 7.9	Meter	24			
1.1.3	4" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) S40	Meter	204			
1.1.4	2" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) XS	Meter	48			
1.1.5	1" NB, BE (ASTM A106, Gr. B, Seamless, PE) XS	Meter	24			
1.1.6	3/4" NB, BE (ASTM A106, Gr. B, Seamless, PE) S160	Meter	24			
1.2	Flanges					
	Weld Neck (B-16.5, A105(Charpy), 125 AARH, RF) (End Thickness to match pipe thickness)					
	Size Rating/ Schedule					
1.2.1	12" NB, RF 300#	Nos.	4			
1.2.2	8" NB, RF 300#	Nos.	4			
1.2.3	4" NB, RF 300#	Nos.	24			
1.2.4	2" NB, RF 300#	Nos.	24			
	Socket Welded (B-16.5, A105, 125 AARH, SW end to B16.5)					
1.2.4	1" NB, RF 300#	Nos.	10			
1.2.5	3/4" NB RF 300#	Nos.	10			
	Blind Flanges (B-16.5, A105 (Charpy), 125 AARH, RF)					
	Size Rating/ Schedule					

1.2.6	12" NB, RF300#	Nos.	2			
1.2.7	8" NB, RF300#	Nos.	2			
1.2.8	4" NB, RF300#	Nos.	4			
1.2.9	2" NB, RF300#	Nos.	4			
	Blind Flanges (B-16.5, A105, 125 AARH, RF)					
1.2.10	1" NB, RF300#	Nos.	4			
1.2.11	3/4" NB RF300#	Nos.	4			
	SPECTACLE BLIND (ASTM A 105 ,Charpy, 125 AARH, RF)					
1.2.12	12" NB, RF300#	Nos.	4			
1.2.13	8" NB, RF300#	Nos.	2			
1.2.14	4" NB, RF300#	Nos.	4			
1.2.15	2" NB, RF300#	Nos.	4			
1.3	Elbow					
	ELBOW, 90° Elbow (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	SizeRating/ Schedule					
1.3.1	12" NBS40	Nos.	2			

1.3.2	8" NB7.9	Nos.	2			
1.3.3	4" NB S40	Nos.	16			
1.3.4	2" NB XS	Nos.	8			
	ELBOW, 90° Elbow (ASTM A105, B-16.9, 1.5D), SW					
1.3.5	1" NB XS	Nos.	4			
1.3.6	3/4" NB S160	Nos.	4			
	ELBOW, 45° Elbow (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	SizeRating/ Schedule					
1.3.7	12" NB S40	Nos.	2			
1.3.8	8" NB7.9	Nos.	2			
1.3.9	4" NB S40	Nos.	8			
1.3.10	2" NB XS	Nos.	8			
1.4	Tees (Seamless)					
	TEE, Equal / Reducing Tee (A234, Gr. WPB (Charpy), B-16.9, 1.5D), BW					
	SizeRating/ Schedule					
1.4.1	12" NB S40	Nos.	2			
1.4.2	8" NB7.9	Nos.	2			

1.4.3	4" NB	S40	Nos.	4			
1.4.4	2" NB	XS	Nos.	4			
1.4.5	1" NB	XS	Nos.	4			
1.4.6	3/4" NB	S40 x XS	Nos.	4			
b	Unequal Tee (A234 Gr. WPB, B16.9)						
	Size	Rating/ Schedule					
1.4.7	8" NB x 8" NB x 4" NB	7.9 x XS40	Nos.	1			
1.4.8	4" NB x 4" NB x 2" NB	STD x XS	Nos.	8			
1.5	Sockolet (A105),SW,6000#,MSS-SP 97						
	Size	Rating/ Schedule					
1.5.1	12" x 1" NB	S40 x XS	Nos.	4			
1.5.2	12" x ¾" NB	S40 x S160	Nos.	2			
1.5.3	8" x 1" NB	7.9 x XS	Nos.	4			
1.5.4	8" x ¾" NB	7.9 x S160	Nos.	2			
1.5.5	4" x 1" NB	S40 x XS	Nos.	16			
1.5.6	4" x ¾" NB	S40 x S160	Nos.	16			

1.5.7	2" x 1" NB	XS x XS	Nos.	16			
1.5.8	2" x ¾" NB	XS x S160	Nos.	16			
1.6	End Caps (A 234 Gr. WPB (Charpy), BW)						
	<u>Size</u>	<u>Rating/ Schedule</u>					
1.6.1	12" NB	S40	Nos.	1			
1.6.2	8" NB	7.9	Nos.	1			
1.6.3	4" NB	S40	Nos.	8			
1.7	Reducer (A234 Gr. WPB, B.16.9)						
	<u>Size</u>	<u>Rating/ Schedule</u>					
1.7.1	12"x 4"	S40 x S40	Nos.	1			
1.7.2	8"x 4"	7.9 x S40	Nos.	1			
1.7.3	4" x 2"	S40 x XS	Nos.	8			
	<u>Note:</u>						
i)	The quantities mentioned above are tentative.						
ii)	For all the supply items mentioned above, procurement shall be made as per specification after due approval of Engineer-in-charge.						
2.0	Supply of valves						
	Complete work of supply of valves including all taxes,duties,transportation and inspection charges but not limited to ,the following items in accordance with relevant Specifications & relevant Data Sheets indicated in scope of work indicated in SCC, drawings, specification and instructions of EIC and as per all provisions of the CONTRACT DOCUMENT.						
2.1	Flanged/ Welded Valves (Full Bore/ Reduced Bore)						
	Plug Valves						
	BW						
	<u>Size</u>	<u>Rating/ Schedule</u>					
2.1.1	2" NB	BW 300#	Nos.	4			



	Ball					
	<u>Size</u>	<u>Rating/ Schedule</u>				
2.1.2	4" NB BW , FB 300#	Nos.	4			
2.1.3	2" NB BW , FB 300#	Nos.	8			
2.1.4	2" NB FE , FB 300#	Nos.	8			
	Socket Welded Valve (Ball Valve)					
	<u>Size</u>	<u>Rating/ Schedule</u>				
2.1.5	1" NB SW, FB 800#	Nos.	8			
2.1.6	3/4" NB SW, FB 800#	Nos.	8			
2.1.7	1/2" NB SW, FB 800#	Nos.	8			
3.0	Complete Carbon Steel aboveground Piping Work with painting including all fittings, flanges and supply of all required gaskets, studs bolts & nuts etc. as described under item 1.0 above					
	Carbon Steel Pipe (A 106, Gr. B, Seamless, B-36.10)					
	<u>Size</u>	<u>Rating/ Schedule</u>				
3.1.1	12" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) S40	Meter	24			
3.1.5	8" NB, BE (API 5L, Gr. B, PSL-2, Seamless, BE) 7.9	Meter	24			
3.1.6	4" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) S40	Meter	204			
3.1.7	2" NB, BE (ASTM A106, Gr. B (Charpy), Seamless, BE) XS	Meter	48			
3.1.8	1" NB, BE (ASTM A106, Gr. B, Seamless, PE) XS	Meter	24			

3.1.9	3/4" NB, BE (ASTM A106, Gr. B, Seamless, PE) S160	Meter	24			
<u>Note:</u>	1) Pipe Specification and thickness may vary depending upon availability of pipe. No extra payment shall be made for this. 2) All butt welded fittings end shall generally match with connecting pipe wall thickness. However, in case of misalignment, Contractor shall have to do end preparation without any extra cost. 3) All coupling, nipples stud, bolts, nuts and gaskets etc. as required shall be supplied by contractor but no separate payments shall be made as it is covered under erection rate.					
3.2	<u>RADIOGRAPHY</u>					
	Performance of radiographic inspection by gamma radiation as per scope of work and as per specifications in piping of all types and thickness including providing/hiring of all necessary equipments, supply of all consumables, and whatever else even though not expressly mentioned but required to perform the work as per specifications and instructions of Engineer-in-Charge (full circle re-radiography of the repaired joint and additional radiography necessitated due to poor performance of contractor's welder shall be carried out by the Contractor at his own cost and shall not be paid extra by Company). Radiographs shall be submitted to the Engineer-in-Charge for acceptance, whose decision shall be final and binding.					
	<u>Size</u>					
3.2.1	12" NB	No.of Joints	8			
3.2.2	8" NB		8			
3.2.3	4" NB		120			
3.2.4	2" NB		40			
3.2.5	1" NB		8			
3.2.6	3/4" NB		8			
	<u>Note:</u>					
i)	The quantities mentioned above are tentative.					
4.0	Aboveground erection of Valves					

	Handling including lifting and transportation from COMPANY's warehouse to CONTRACTOR'S Stores and/or work site and installation of all types of valves, insulating joint, flow tee including assembly of valve accessories, (if any) by bolting, threading or welding, supply and insertion of gaskets, nuts & bolts, nipples, etc. at all elevations of pipe sleepers, supports or overhead on racks, equipments nozzle, skid & painting etc. supply of all consumables, manpower, equipment, etc. for completion of all works as per scope of work and as per drawings, specifications and instructions of Engineer-in-charge including servicing/ cleaning of valve wherever required.					
	Flanged/ Welded Valves (Full Bore/ Reduced Bore)					
	Plug Valves					
	BW					
	<u>Size</u> <u>Rating/ Schedule</u>					
4.1.1	2" NB BW 300#	Nos.	4			
	Ball					
	<u>Size</u> <u>Rating/ Schedule</u>					
4.1.2	12" NB BW , FB 300#	Nos.	2			
4.1.3	8" NB BW , FB 300#	Nos.	2			
4.1.4	4" NB BW , FB 300#	Nos.	4			
4.1.5	2" NB BW , FB 300#	Nos.	8			
4.1.6	2" NB FE , FB 300#	Nos.	8			
	Sockolet Welded Valve (Ball Valve)					
	<u>Size</u> <u>Rating/ Schedule</u>					
4.1.5	1" NB SW, FB 800#	Nos.	8			
4.1.6	¾" NB SW, FB 800#	Nos.	8			
4.1.7	½" NB SW, FB 800#	Nos.	8			
5.0	LEAKS/ BURSTS (ATTRIBUTABLE TO OWNER) FOR TERMINAL PIPING					

5.1	All works for leak/burst (occurring during hydrostatic testing) including necessary repair/replacement of defective pipe length, including cutting and removing out defective pipes, welding, NDT of welds, repair and re-testing of defective welds, painting of welded joints, clean-up, re hydro testing of the pipe segment including providing all necessary equipments, labour, materials, consumables and inputs other than Owner supplied materials and performing all works as per drawings, specifications enclosed with the Contract and directions of Engineer-in-Charge.	Inch Mtr.	40			
	Note : This rate shall be applicable for manufacturing defects in Company supplied materials only.					
6.0	ERECTION OF SKIDS & OTHER EQUIPMENTS					
	Handling, including lifting, transportation from Company's stores to Contractor's work-shop for fabrication or/ and to worksite for field fabrication, assembly of parts/ sub-assemblies, erection for all vessels, equipments supplied by company above ground/ underground at all elevation/ depth, fixing of foundation bolts, welding wherever required, aligning, grouting, hooking-up, cleaning and flushing by water draining, drying by compressed air, providing all mountings, ancilliary, enabling works as required and completing in all respect as per drawings, specification and instruction of Engineer-in-charge. Contractor's scope shall include supply of all material and accessories including but not limited to any fixtures, clamps, gasket, nut bolts, finish coat of painting including rub down & touch up of shop primer/ paint scrapping of shop primer/ paint and further their painting after application of primer as per specification, wherever required by Company.					
	Approx. erection weight and Details of major equipments are as under					
	Details of major equipments are as under					
6.1	ERECTION OF DRS,MRS, SKIDS & OTHER EQUIPMENTS	MT	3			
7	STRUCTURAL WORKS					
7.1	Pipe Supports & Other Structures	M.Ton.	6			
	Supply, fabrication and erection of all types of pipe supports like clamps, saddle, guide stops, cradles, turn buckles, anchors, T-posts; stockade/ trestle and pipe bridge for overhead piping; frames for canopy, approach ladders and platforms, crossover, cable tray supports, etc. including painting suitable for highly corrosive area as per specification labour and supervision & complete work as per drawings, specifications and instruction of Engineer-in-charge. (Bolts, nuts, washers, U-clamps etc. for supporting shall be supplied by the Contractor within the rates quoted. These items will not be measured and paid seperately). The work is to be completed in all respect as per scope of work and specification.					
	<u>Notes:</u>					
i)	The quantities indicated above are tentative estimated values and hence are approximate. Final payment will be made based on actual quantities to be certified by the Owner/Owner representative.					
ii)	The cost of MS bolts (permanent and service(, washers, electrodes, putty, gases, cost of straightening the raw materials, cutting of flats from plates and providing splices, paints, tools, plants etc., as required for the work shall be deemed to be included in the quoted rates.					
iii)	All handling and transport charges of raw materials and fabricated structures including double handling, as required, for completion of work in accrodance with time schedule, are deemed be included in the quoted rates.					
8	PRESSURE GAUGES	No.	8			

	Supply, installation and calibration of pressure Gauges and their accessories inclusive of supply of necessary piping materials/tubings alongwith all necessary valves & fittings, fabrication and installation of impulse lines/manifolds as per D. S. No. MEC/23H7/05/E5/I/001/DS-PG.					
Note:	Quantities indicated in above items are tentative and may increase/decrease or delete as per requirement of actual work at site. Bidder have to quote accordingly.					
	TOTAL FOR MECHANICAL WORKS			Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place: Date: Tender No.: _____ Offer No. & Date : _____				Signature of Authorised Signatory: Name : Designation : Seal :		

	SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)							
Sl. No.	Facilities	Overall Dimension and location	Description	Unit	Quantity	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In figures) (INR)	Unit Rate inclusive of all applicable taxes, duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (In Words) (INR)	Amount inclusive of all applicable taxes & duties & other levies [if any] payable by the Contractor under the Contract, or for any other cause except final GST (INR)
PART V: Architectural Works								
1	PYLON (Monolith Tower)	1.5 m X 5 m, located midway between ingress and egress.	Supplying & Installing Monolith. The item is lump sum and shall include all relevant costs associated with putting up such facility including supply, fabrication, erection, assembly, commissioning the MONOLITH (with client's name & logo) including all electrical cabling and light fixtures, etc. for the same. The specifications are as follows: • Made out of MS hollow pipe framework (hollow steel sections as per design requirement) with epoxy primer and paint. • Structure covered with PVDF coated 4 mm thick ACM (Alstrong/ Aludecor/ Alucobond) sheet cladding duly by cold forming, CNC machine routed and fold with retro reflective graphics and vinyl for backlit purpose. • ACM shall have a Total Thickness of 4mm : Top Coil 0.5mm (3003/3105 Grade as per IS - 737 1986 with minimum 25 microns PVdF Coating on top coil and Polyester / Epoxy coating on Back Coil (4 -7 microns PVDF ACM in colour and shape as per approved design. • COMPANY LOGO: 800mm in ht. & 50mm projected Acrylic / PETG (Eastman / Bayer / equ.) thermoformed shape & letters (as per art work) covered with vinyl of approved make with the provisions of illuminations during night with LED lights (Osram / Neenja / equ.) with necessary electrical fittings. • CNG LOGO: 450mm in ht. & 50 mm projected Acrylic / PETG thermoformed letters(as letters(as per art work) covered covered with vinyl of approved make with the provisions of illuminations during night	Lot	6			

			<ul style="list-style-type: none">• Cut Retro reflective vinyl (Avery / 3M / equ.) on ACM top to be paste as per artwork and fixed as per the details on both sides with provision of the LED numbers for rate indication.• Retro Reflective Sheeting shall be Type XI DG3 Microprismetice as per ASTM D 4956-09 in required colour & Size on both sides and cutouts for product names, logos, etc. duly CNC Plotted.• Special spot lights (2 nos.- 400 watts with metal halide lights of Philips make) to be incorporated in design to light up the entire tower with throw from base.• The backlit portion of the monolith to be lit with sufficient numbers T5 (28 W) tube lights (Philips make) with electronic choke, mounted on MS tube frames with plastic holders.• Multi-strand copper conductors with PVC insulation to be used.• Steel structural frame to be installed on RCC foundations. Top and exposed sides of the foundation to be cladded in 18 mm thick black polished granite.• All work to be done in line, level and plumb, all complete with by works, as approved.					
2	CANOPY FASCIA:	800 mm wide (in corporate colours on canopy vertical faces.	<p>Supplying & Installing Canopy Fascia with following specifications including all electrical cabling, light fixtures, etc.:</p> <ul style="list-style-type: none">• 800 mm height canopy fascia with PVDF coated 4 mm thick ACM sheet cladding duly CNC machine machine routed and fold as per drawing mounted on 150 mm depth box made out of 25 mm x 25 mm MS hollow pipe frame with powder coating and top GI sheet cover.• 4mm thick ACM (Alstrong/ Aludecor/ Alucobond) cladding in a combination of corporate colours with the use of Retro Reflective Sheeting (Avery / 3M / equ.) Type XI DG3 Microprismetice duly pasted on ACM in required size & shape (colour scheme and design to be approved) on mild steel framework with part backlit for company logo and name.• LED Lighting modules or encased LED light strips (Osram / Neenja / equ.) and power supply.• The letters sh all be in 30 mm thick Acrylic/ PC duly CNC Routed in require shape & Size as per direction of concerned engineer.• Structural frame to be welded rigidly/ Bolted to the structural member of existing canopy structures.• FASCIA BAND: 300mm in ht. Acrylic / PETG thermoformed band with necessary support covered with vinyl of approved make with the provisions of illuminations during night with LED of approved make.• COMPANY LOGO: 700mm in ht. Acrylic / PETG (Eastman / Bayer / equ.) thermoformed shape & letters (as per art work) covered with vinyl of approved make with the provisions of illuminations during night. Logo on front left and left side	RM	860			

			<ul style="list-style-type: none"> • Comapany Name: 450mm in ht. 040 white Acrylic / PETG thermoformed letters (as per art work) covered with vinyl of approved make with the provisions of illuminations during night. Logo on front right. • Canopy fascia to be made in 12 m. (min.) long straight panels factory plan/processed at converters factory and assembled/installed at site. Corner piece (1 metre both sides) on both sides (as required), also to be factory plan/processed/assembled and installed at site. Only bottom trim and top flashing is to be Plan/processed and installed at site. • All work to be done in line, level and plumb. • Backlit section of the fascia shall be of 4 meters length and one/ two logos (depending on design) and shall have sufficient number of LED/T5 (28 W) tube light with electronic chokes mounted with plastic holders to structural frame. • The top of the fascia shall have 4 mm thick ACM with hinged GI service door in backlit part. The back of the fascia to have 18 gauge GI sheets. • Multi-strand copper conductors with PVC insulation to be used. • The bottom and top of the fascia shall have a white ACM trim to cover the gap between the canopy and fascia. • The contractor should make suitable fixing arrangement, which should be duly vetted by a certified structural engineer as per the actual dimensions of the canopy structure. 					
3	CANOPY COLUMN CLADDING		<p>Supplying & Installing Column Cladding including all electrical cabling and light fixtures, etc.:</p> <ul style="list-style-type: none"> • Using PVDF coated 4 mm ACM (Alstrong/ Aludecor/ Alucobond), mounted on box made out of 20 mm x 20 mm MS square pipe hollow section with powder coating. • Backlit design band in the centre in PET G (Eastman / Bayer / equ.) with yellow vinyl, LED lighting modules (Osram / Neenja / equ.) and power supply according to the design. • The structural framework shall be fixed securely to existing canopy column by welding at site. • ACM panel fixing to ensure consistent joint gaps and panel size. • All grooves shall be sealed with sealant material of approved colour, all complete with by works, as approved. 	Sqm	460			
4	SAFETY SIGN	200 mm X 200 mm	Supplying & Installing safety sign stickers of retro reflective vinyl (Avery / 3M / equ.) as per design pasted on column cladding.	No.	180			
5	DISPENSE R STICKER		Supplying & Installing stickers of retro reflective vinyl (Avery / 3M / equ.) as per design pasted on dispensers.	No.	120			

6	SPREADER	450 mm X 450 mm	<p>Supplying & Installing Pump Spreader including all electrical cabling and light fixtures, etc.:</p> <ul style="list-style-type: none"> • Made of 25 mm x 25 mm MS hollow pipe frame box with powder coating & cladding on both sides of PVDF coated 4 mm ACM (Alstrong/ Aludecor/ Alucobond) • CNC Router cut graphics in 040 white acrylic with LED modules (Osram / Neenja / equ.) for lighting • Spreader frame to be fixed securely to canopy columns with box & cap arrangement. • Sufficient no. of LED/ CFL lights and electronic chokes fixed with plastic holders. • Multi-strand copper conductors with PVC insulation to be used. • All work to be done in line, level and plumb, all complete with by works, as approved. 	No.	60			
7	CRASH GUARD		<p>Supplying & Installing 80mm dia MS pipe or as per design with two coat of zinc oxide primer and metallic paint as per the design.</p>	No.	60			
8	BUILDING FASCIA	700 mm wide on top of building faces in elevation.	<p>Supplying & Installing Building Fascia with following specifications including all electrical cabling and light fixtures, etc.:</p> <ul style="list-style-type: none"> • 4mm thick ACM (Alstrong/ Aludecor/ Alucobond) cladding in a combination of corporate colours with the use of Retro Reflective Sheeting (Avery / 3M / equ.) Type XI DG3 Microprismetice as per ASTM D 4956-09 duly pasted on ACM in required size & shape (colour scheme to be approved) on mild steel framework. • Structural frame to be fasteners/ Nut Bolted to the building walls with dash fasteners and leveling arrangement. • Building fascia to be made in maximum length of straight panels (with minimum no. of joints) straight panels factory plan/processed at converters factory and assembled/installed at site. • Corner piece (1 metre both sides) on both sides, also to be factory plan/processed/assembled and installed at site. • Only bottom trim and top flashing is to be Plan/processed and installed at site. • All work to be done in line, level and plumb, all complete with by works, as approved. 	RM	150			
9	MANDATORY SIGN	300X 450mm (on toilets) & 300X 600mm (in compressor and LCV area)	Supplying and Installing Mandatory Sign made of 4mm thick. ACM (Alstrong/ Aludecor/ Alucobond) sheets cladded on structural framework. Matter/Logo in Retro Reflective Sheeting (Avery / 3M / equ.)Type XI DG3 Microprismetice as per ASTM D 4956-09 duly pasted on ACM in required size & shape, all complete with by works, as approved.					
a		rectangular or trapezoidal in shape.	300mm X 450mm	No.	24			
b			600mm X 600mm	No.	112			

10	DIRECTION SIGN	400 mm X 1000 mm height	Supplying & Installing Entry-Exit sign: • Made out of 25 mm x 25 mm MS hollow pipe frame box with powder coating and covered with 4 mm thick ACM sheet (Alstrong/ Aludecor/ Alucobond) and CNC router cut graphics in 040 white acrylicwith LED modules (Osram / Neenja / equ.) for lighting and base foundation. • The sign frame to be fixed securely to CC foundation. • The CC foundation shall have 8mm thick polished black granite tiles cladding on top and all exposed side surfaces. • All work to be done in line, level and plumb, all complete with by works, as approved.	No.	12			
11	HOARDING	3000 mm wide	Supplying and installing Printed Flex sheet (make LG / 3M / Avery) with approved Art work (suitable for front lit) to be Fitted to the steel sheet of existing Hoarding structure in aluminium frame using Klick Rail System & as per direction of concerned Engineer/ client.	Sqm	216			
12	SPOT HALOGEN LIGHTS	At an interval of 2 m C/C on top of existing steel hoarding.	Supplying and installing Spot halogen lights (150 watts of Philips make) at an interval of 2 m center to center on top of existing hoarding including supply with steel bracket and laying of cable upto electrical panel of Electrical room (in Utility building) complete in all respect.	No.	36			
						Total Amount of quoted price (inclusive of all applicable taxes & duties except GST (CGST&SGST/UTGST or IGST))		
Place: Date: Tender No.: Offer No. & Date :						Signature of Authorised Signatory: Name : Designation : Seal :		

SUMMARY OF PRICES (To be submitted with priced part of the offer)
SCHEDULE OF RATES (UNPRICED BID) FOR CONSTRUCTION OF CNG STATION (GREEN FIELD AND AT DAUGHTER BOOSTER STATIONS/ RETAIL OUTLETS/ DEALER'S STATIONS) AT CACHAR, HAILAKANDI & KARIMGANJ GA AND KAMRUP & KAMRUP METROPOLITAN GA (2 YEARS ANNUAL RATE CONTRACT (ARC)) Tender No.: 05/51/23VM/PBGPL/001-iv (PART-B)

Bidder's name:			In INR	
Sl. No.			(In Figures)	(In Words)
1	Total amount of quoted price for Civil Works SOR			
2	Total amount of quoted price for Structural Works SOR			
3	Total amount of quoted price for Electrical-Erection Works SOR			
4	Total amount of quoted price for Electrical Supply Works SOR			
5	Total amount of quoted price for Mechanical SOR			
6	Total amount of quoted price for Architectural SOR			
7	Total Amount (inclusive of all applicable taxes & duties excl. GST)			
	[1+2+3+4+5+6]			
8	Applicable rate of GST (CGST&SGST/ UTGST or IGST) in % on the Total Amount mentioned at Sl. No. 7 above-Refer Note 1) below.	18.00%		
9	Gross Total Amount (inclusive of all applicable taxes & duties incl. GST) (Sl. No. 7 + 8)			
Notes: Currency must be Indian Rupees (INR) only.				
10	Service Accounting Code (SAC)-Refer Note 2) below.		995414	
Note: 1) Rate of GST indicated against sl. no. 8 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. 10 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. 3) In case of any item(s) provided by owner as free issue, the implication of GST on free issue items, if applicable, shall be borne by owner.				
Place Date Tender No.: _____ Offer No. & Date : _____			Signature of Authorised Signatory Name : Designation : Seal :	