



Sabarmati Gas Ltd.

(A Joint Venture of GSPC and BPCL)

**ANNUAL RATE CONTRACT FOR CARRYING OUT CASED &
UNCASED CROSSINGS THROUGH HDD METHOD AT
VARIOUS LOCATIONS IN GANDHINAGAR, MEHSANA,
SABARKANTHA, ARAVALI AND PATAN DISTRICTS**

OPEN DOMESTIC COMPETITIVE BIDDING

COMMERCIAL VOLUME

(VOLUME – I OF II)

Tender No. REPL/SGL/HDD/010/22

SGL Ref No.: SGL:TEND:101:2022-23

0	27/12/2022	SU	PG	AN
Rev.	Date	Prepared By	Checked By	Approved By



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

TABLE OF CONTENTS
Volume I of II

1.0	Section –I	:	1.0 INVITATION FOR BID (IFB) 2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER
2.0	Section - II	:	INSTRUCTIONS TO BIDDER (ITB)
3.0	Attachment – I	:	Forms & Formats
4.0	Attachment – II	:	Contract Agreement
5.0	Attachment – III	:	Indemnity Bond
6.0	Attachment – IV	:	Performance Evaluation
7.0	Attachment – V	:	Void
8.0	Attachment-VI	:	Procedure for Action in Case of Corrupt/ Fraudulent/Collusive/ Coercive Practices
9.0	Section – III	:	GENERAL CONDITIONS OF CONTRACT-WORKS (GCC- WORKS)
10.0	Section – IV	:	1.0 SPECIAL CONDITIONS OF CONTRACT (SCC) 2.0 ANNEXURE TO SCC
11.0	Section V	:	PARTICULAR JOB SPECIFICATION
12.0	Section VI	:	SCHEDULE OF RATES



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

SECTION – I

INVITATION FOR BIDS



Sabarmati Gas Ltd.
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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

OPEN DOMESTIC COMPETITIVE BIDDING

INVITATION FOR BIDS (IFB)

1.0 INTRODUCTION

Sabarmati Gas Ltd is a joint venture (JV) of Bharat Petroleum Corporation Limited (BPCL), A Govt. of India Enterprise and GSPC, has been set up to provide Steel & PE Network for Domestic, Commercial, Industrial & Automobile Sector in North Gujarat.

M/s. Sabarmati Gas (SGL), under single stage two envelopes system from competent suppliers meeting the Bidder's Qualification Criteria as detailed herein.

Your offer must be complete in all respect and must contain confirmation/compliance to all points of enclosed Bidding Documents without any deviations i.e. ZERO DEVIATION OFFER, failing which your offer will be liable for rejection.

2.0 SALIENT FEATURES OF TENDER DOCUMENT

M/s Sabarmati Gas Ltd. (hereafter referred to as OWNER/BUYER), a Joint Venture Company of Gujarat State Petroleum Corporation Ltd. (GSPC) and Bharat Petroleum Corporation Ltd. (BPCL), invites competitive sealed BIDs from eligible and competent CONTRACTOR(s)/SELLER(s) (hereafter referred to as BIDDER/Bidder) in response to this ITB as per below details.

I.	SUBJECT	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.
II.	TYPE OF BID	OPEN DOMESTIC COMPETITIVE BIDDING
III.	TENDER NO	REPL/SGL/HDD/010/22
IV.	COMPLETION PERIOD	(02) Two Years from date of LOI/Contract
V.	PRE-BID MEETING DATE & TIME	03.01.23 at 11:00 HRS IST , via online meeting. Link to join meeting shall be shared separately via mail
VI.	BID SUBMISSION DATE & TIME	17.01.23 till 14:00 HRS IST . Bids should be submitted on ITI procurement portal. http://petroleum.euniwizarde.com
VII.	BID SECURITY (EMD)	INR 3, 00,000/- in form of DD or PBG (Refundable).
VIII.	BID DOCUMENT FEE	INR 11,800/- (Non- Refundable)



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

IX.	BID VALIDITY	06 (six) months from the bid due date.
X.	TECHNICAL BID OPENING DUE DATE	17.01.23 till 14:30 HRS IST. Bids should be submitted on ITI procurement portal. http://petroleum.euniwizarde.com
XI.	COMMERCIAL BID OPENING DUE DATE	Date & Time shall be intimated to the technically qualified bidders
XII.	VENUE	ITI Procurement Portal
XIII	ADDRESS FOR CORRESPONDENCE	Senior Manager - C&P Sabarmati Gas Limited. Plot no.907, Sector-21, Gandhinagar – 382 021. Contact No: 9879111243

Note: (If the dates identified above happen to be a declared holiday in for the opening of unpriced bids / pre-bid meeting, then the next working day shall be considered).

The entire tender document along with qualification criterion has been web hosted at www.sabarmatigas.in websites for the view / participation of the vendors. Eligible vendors meeting the bid evaluation criteria may download the tender for submission by the bid due date and time.

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

3.0 BRIEF SCOPE OF WORK

In the process of expansion of the network an annual Rate Contract (ARC for 2 Years) for Cased & Uncased Crossings of Underground Utilities, Canal, Drain, Railway, Road, Minor River etc through Horizontal Directional Drilling (HDD) Method at various locations in Gandhinagar, Mehsana, Sabarkantha and Patan Districts

4.0 COMPLETION SCHEDULE

CASED Crossing – 8 Weeks from the date of intimation / Callout order from SGL.

UNCASED Crossing - 6 Weeks from the date of intimation / Callout order from SGL.

5.0 BID EVALUATION CRITERIA:

5.1 Technical



Sabarmati Gas Ltd.
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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

The bidder should have successfully completed cumulative length of **1000 meters** for installation of Steel pipeline of diameter **4" or above** through Horizontal Directional Drilling (**HDD**) method for Oil and/or Gas Cross country construction Pipeline/CGD companies for last 5 (Five) years reckoned from the bid publishing date, as a part of City Gas Distribution confirming to PNGRB Technical Standards and Specifications including Safety Standards for City or Local Natural Gas Distribution Networks (GSR 612(E) 27/08/2008) in any one of the contracts submitted against qualification of technical criteria.

The Bidder shall own minimum 2 no. of HDD Machine having capacity of 35 ton or above for execution of HDD job and shall be certified for "Fit for use" by Chartered Engineer.

Bids of the Bidders will be evaluated on Total SOR basis & Contract shall be awarded to successful bidder whose quotes are lower.

6.0 FINANCIAL CRITERIA

- i) The minimum average annual turnover achieved by the bidder as per audited financial results in last of the three immediate preceding financial years, i.e. 2019-20, 2020-21, 2021-22. shall be as under

Scope	Minimum Annual Turnover (Rs. In Lakh)
Entire Scope of Work	56.99

- ii) **Net Worth:** The net worth must be positive as per last audited financial statement i.e., for the year 2021-22.

- iii) The minimum working capital of the bidder as per the immediate preceding year's audited financial results shall be as under

Scope	Minimum Working Capital Requirement (Rs. In Lakh)
Entire Scope of Work	18.99

7.0 Documents/Documentary Evidence required to be provided by participating bidder along with the un-priced bid to qualify/ meet the requirements of BEC, as following:

- a) Detailed work order along with Schedule of Rates.
- b) The Bidder not associated with SGL shall submit the Purchase order/ Work order/ Contract of work executed for fulfillment of the criteria specified herein and shall submit the corresponding satisfactory work completion certificate issued by Oil and/or Gas Company (End Client), as documentary evidence towards adherence to the criteria specified herein.

Note: The completion certificates / execution certificate shall have details like work order no. / Date, brief scope of work, completion date etc.



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

The bidder not associated with SGL shall submit summary of work executed for the fulfillment of the criteria specified above.

- c) SGL associated bidders must provide SGL PO number(s) on his letter lead for corresponding criteria specified herein.
- d) 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 notary public with legible stamp.
- e) In support of financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit "Details of Financial capability of bidder" in prescribed format duly signed & stamped by a chartered accountant. In absence of requisite documents, M/s Sabarmati Gas Limited reserves the right to reject the bid without making any reference to the bidder.

8.0 NOTE FOR FINANCIAL BQC:

- 8.1 If the bidder's working capital is inadequate, the bidder should furnish a letter from the Bidder's Scheduled bank, confirming the availability of the line of credit for at least for the working capital requirement as stated above.
- 8.2 In case, the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediately preceding financial year are not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate three (03) preceding financial years.
- 8.3 For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year.
- 8.4 In the case of a newly established firm/ company, Average Annual financial turnover of the last 2 Years or 1 year can be considered for the evaluation of BQC.
- 8.5 All Documents related to BID QUALIFICATION CRITERIA shall be NOTARISED. Name and Contact details of concern authority shall be provided separately for verification of the document for all the WORK ORDERS / CONTRACTS / PERFORMANCE CERTIFICATE submitted with technical bid as BEC document.

8.6 DEFECT LIABILITY PERIOD:

Bidder shall guarantee that material supplied under this Contract is new and free from defects. Comprehensive on – site warranty shall be 12 months from the date of commissioning or 18 months from the date of supply. In case onsite warranty is not being provided, the vendor should arrange pick up and drop services at places where the vendor's authorized service centers are present. A list of such service centers should be provided statewide. The response and resolution time during warranty period shall not exceed 48 hours. Intervening holidays would not be counted.



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

9.0 AWARD CRITERIA:

- 9.1 Owner will award the contract to the bidder qualified as per criteria mentioned in ITB and whose bid has been determined to be the lowest evaluated bid pursuant to ITB clause no. 5.0 The contract will not be awarded to any other party proposed by the bidder, irrespective of the nature of the relationship of the bidder with any other party.
- 9.2 The owner may, at its sole discretion, split the tendered quantity/volume amongst more than one bidder, without assigning any reason, with preference for placing significant quantity/volume on the successful bidder with lowest evaluated bid. The quoted rates should hold good for such eventualities.

10.0 CONTRACT PERIOD & RATE VALIDITY:

- 10.1 Contract period shall be 02 (Two) years from the date of award of LOA/Contract.
- 10.2 The Rates quoted in Tender shall be valid for the award process for 02 Years from Date of Tender due date.
- 10.3 SGL may issue repeat order within rate validity period.
- 10.4 The rates specified in the CONTRACT shall remain firm & fixed for the entire contract period from the date of award of LOA/Contract

11.0 Equipment Deployment Criteria

Bidder shall meet the minimum construction equipment required to be owned as specified in Annexure 9 to SCC

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

12.0 Bid Security

EMD amount shall be Rs 3,00,000 in line with revised guidelines for contracts/procurement. The EMD shall be valid for 9 month (6 month + 3 months claim period) from the bid due date.

	Description	Documents required for qualification
12.1	Documents Required-Technical Criteria	



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

	Experience criteria	<p>(a) Detailed work order along with Schedule of Rates. (b) Completion certificate issued by end user / Owner (or their consultant who has been duly authorized by owner to issue such certificate) only after completion of work in all aspect.</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.</p> <p>Note: (i) The completion certificates shall have details like work order no. / date, brief scope of work, completion date etc. The bidder not associated with SGL shall submit summary of work executed for the fulfillment of the criteria specified above.</p> <p>f) SGL associated bidders must provide SGL PO number(s) on his letter head for corresponding criteria specified herein.</p> <p>g) 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 notary public with legible stamp.</p> <p>h) In support of financial criteria of Bid Evaluation criteria (BEC) bidder is required to submit "Details of Financial capability of bidder" in prescribed format duly signed & stamped by a chartered accountant.</p> <p>In absence of requisite documents, M/s Sabarmati Gas Limited reserves the right to reject the bid without making any reference to the bidder.</p>
	Experience criteria in case of single bidder, having experience of a consortium member	<p>(a) Same documents as mentioned in 5.1.1 above. (b) Consortium Agreement / MOU clearly defining the scope and responsibility.</p> <p>Note: The completion certificates shall have details like work order no. / date, brief scope of work, completion date etc.</p>
	Jobs executed for Subsidiary / Fellow subsidiary/ Holding company	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company.
	Bidder shall not be affiliated with a firm or entity, (i) that has provided consulting services related to works	Undertaking from bidder.



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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

	to employer during preparatory stages of works or of the period of which the work form a part,or (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.	
<i>The above mentioned documents shall be duly certified/ attested by Notary Public with legible stamp.</i>		
12.2	Documents Required-Financial Criteria	
	Annual Turn Over	Audited Financial statements including Balance sheet and Profit& Loss Account etc. for three preceding financial years duly certified/ attested by notary public with legible stamp. Certificate from Chartered Accountant for details of financial capability (F-3A)
	Net Worth	Audited Financial statements including Balance sheet and Profit& Loss Account etc. for immediate preceding year duly certified/ attested by notary public with legible stamp. Certificate from Chartered Accountant for details of financial capability (F-3A)
	Working Capital	Audited Financial statements including Balance sheet and Profit& Loss Account etc. for immediate preceding year duly certified/ attested by notary public with legible stamp. Certificate from Chartered Accountant for details of financial capability (F-3A)
12.3	General	
	Equipment Deployment Criteria	(A) Equipments (owned) as per Annexure- 9A to SCC: The bidder shall submit ownership documents of equipments for SGL Physical verification, with following details not limited to, Buyer' Name Model No. Date of Purchase and Year of manufacturing "Fit for Use" Or The bidder shall submit copy of the agreement / MOU with other party and submit the copy of documents as specified herein for SGL Physical verification, with following details not limited to, Buyer' Name Model No. Date of Purchase and Year of manufacturing "Fit for Use" The bidder shall submit the undertaking on letterhead assuring the deployment of HDD machine offered in the bid for SGL work as per submitted by bidder. 1. The bidder shall submit Certificate from Notary public that the bidder own equipments are under good health and



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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

		working condition
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In absence of requisite documents, Sabarmati Gas reserves the right to reject the bid without making any reference to the bidder.

13.0 GENERAL

13.1 VOID

Bidder can download the Bid Document from ITI Procurement portal, link in tender document to facilitate: <https://petroleum.euniwizarde.com/HomePage/loadSiteHomePage/Vy66Wa1zwHmM99LvXvGIkA> in Corrigenda/Addenda, if any, shall also be available on the referred web sites. Further, bidder shall give an undertaking on their letter head that the contents of the bidding document have not been altered or modified.

13.2 Deleted

13.3 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

13.4 Bidder may depute their representative with proper authorisation letter to attend of techno-commercial opening of bids.

13.5 Void

13.6 The prospective bidders should not be under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy' during the processing of the tender. The bidder shall give an undertaking regarding the same in their bid. In case it comes to the notice of SGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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

13.7 Bids sent through Fax/ E-Mail/ CD shall not be accepted.

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

13.9 SGL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or outcome of the bidding process.

13.10 Bid document is non-transferable.



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

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

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

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

14.0 PSU/MSE – Void

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

Yours faithfully
For & on behalf of
Sabarmati Gas Limited

Senior Manager
(Contracts & Procurement)
Sabarmati Gas Limited, Plot
907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com



Sabarmati Gas Ltd.
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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sabarmati Gas Limited,
Plot 907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com

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

Dear Sir,

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

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

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

- We are unable to bid for the reasons given below:-

Reasons for non submission of bid

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

Note: Bidder shall send duly filled in "Acknowledgement Cum Consent letter" through return fax or latest by within 7 days of date of issue to Manager (Contracts),SGL



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

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REPL/SGL/HDD/010/22

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APPENDIX - A

CUT-OUT SLIPS (4 NOS.)



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

CUT-OUT SLIP – 1

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : *SABARMATI GAS LIMITED*

PROJECT : *CITY GAS DISTRIBUTION PROJECT IN NORTH GUJARAT*

BID DOCUMENT NO. :

ITEM : *ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts*

DUE DATE OF SUBMISSION & TIME : Upto 1400 hrs. (IST) on 16.01.2023

TO,

SENIOR MANAGER
(Contracts & Procurement)
Sabarmati Gas Limited,
Plot 907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com

FROM:

NAME:

ADDRESS :

(To be pasted on the outer envelope containing “Priced”, “Unpriced” bids along with Bid security & Power of Attorney)



Sabarmati Gas Ltd.
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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

CUT-OUT SLIP – 2

PART – A (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : *SABARMATI GAS LIMITED*

PROJECT : *CITY GAS DISTRIBUTION PROJECT IN NORTH GUJARAT*

BID DOCUMENT NO. :

ITEM : *ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts*

DUE DATE OF SUBMISSION & TIME : Upto 1400 hrs. (IST) on 16.01.2023

TO,

SENIOR MANAGER
(Contracts & Procurement)
Sabarmati Gas Limited,
Plot 907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com

NAME:

ADDRESS :

(To be pasted on the envelope containing “Unpriced” bid)



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

CUT-OUT SLIP – 3

PART – B (PRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : *SABARMATI GAS LIMITED*

PROJECT : *CITY GAS DISTRIBUTION PROJECT IN NORTH GUJARAT*

BID DOCUMENT NO. :

ITEM : *ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts*

DUE DATE OF SUBMISSION & TIME : Upto 1400 hrs. (IST) on 16.01.2023

TO,

SENIOR MANAGER
(Contracts & Procurement)
Sabarmati Gas Limited,
Plot 907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com

FROM:

NAME:

ADDRESS :

(To be pasted on the envelope containing “Priced” bid)



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 27-12-2022

CUT-OUT SLIP – 4

PART – C
(BID SECURITY & POWER OF ATTORNEY)

DO NOT OPEN-THIS IS A QUOTATION

CLIENT : *SABARMATI GAS LIMITED*

PROJECT : *CITY GAS DISTRIBUTION PROJECT IN NORTH GUJARAT*

BID DOCUMENT NO. :

ITEM : *ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts*

DUE DATE OF SUBMISSION & TIME : Upto 1400 hrs. (IST) on 16.01.2023

TO

,

SENIOR MANAGER
(Contracts & Procurement)
Sabarmati Gas Limited,
Plot 907, Sec-21, Gandhinagar
Gujarat-382421
E-mail: Procurements@sabarmatigas.com

FROM:

NAME:

ADDRESS :

(To be pasted on the envelope containing “Bid Security & Power of Attorney”)



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION – II INDEX

1. SCOPE OF BID:
2. ELIGIBLE BIDDERS:
3. ONE BID PER BIDDER
4. COST OF BIDDING
5. SITE VISIT
6. CONTENT OF BIDDING DOCUMENT
7. CLARIFICATION ON BID DOCUMENTS
8. AMENDMENT OF BID DOCUMENTS
9. LANGUAGE OF BID
10. BIDS FROM CONSORTIUM
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. BID CURRENCY:
14. PERIOD OF VALIDITY OF BIDS
15. BID SECURITY
16. PRE-BID MEETING
17. FORMAT AND SIGNING OF BID
18. ZERO DEVIATION:
19. E-PAYMENTS
20. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES
21. SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
24. MODIFICATION AND WITHDRAWAL OF BIDS
25. BID OPENING
26. PROCESS TO BE CONFIDENTIAL
27. CONTACTING THE OWNER/CONSULTANT
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
29. PRICE BID OPENING
30. ARITHMETIC CORRECTIONS
31. CONVERSION TO SINGLE CURRENCY
32. EVALUATION AND COMPARISON OF BIDS
33. AWARD OF WORK.
34. OWNER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID
35. NOTIFICATION OF AWARD
36. CONTRACT AGREEMENT
37. PERFORMANCE GUARANTEE
38. PROCEDURE FOR ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE / COERCIVE PRACTICE
39. WAIVER OR TRANSFER OF THE AGREEMENT
40. ORDER OF PRECEDENCE
41. UNSOLICITED POST TENDER MODIFICATIONS
42. CENVAT CREDIT
43. VOID
44. INTEGRITY PACT
45. DELETED
46. SUBMISSION OF FALSE / FORGED DOCUMENTS
47. CORPORATE / NON- CORPORATE ENTITY
48. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES
49. DEFAULT IN PAYMENT OF TAX BY CONTRACTOR
50. REASON FOR REJECTIONS OF BIDS
51. REQUIREMENT OF PAN NO.
52. NON APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS /SUPPLIERS/CONTRACTORS/BIDDERS/CONSULTANTS INDULGED IN FRAUDULENT / COERCIVE PRACTICES
53. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

54. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
55. INAM-PRO FOR PROCURMENT OF CONSTRUCTION MATERIAL LIKE CEMENT WITH A VIEW TO REDUCE EXECUTION DELAYS ON ACCOUNT OF SUPPLY SHORTAGE
56. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
57. DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)
58. CONFIDENTIALITY



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

INSTRUCTIONS TO BIDDERS (ITB)

GENERAL

This Instruction to Bidders is to be read in conjunction with Addendum to Instruction to Bidders, attached with the bid document and in case of contradiction, Addendum to Instruction to Bidders shall prevail to the extent applicable.

1. SCOPE OF BID:

- 1.1. The Employer/Purchaser/Owner/SGL/PMC as defined in the General Conditions of Contract, hereinafter “the Employer” wishes to receive bids as described in the Bidding Documents.
- 1.2. SCOPE OF BID: The scope of work shall be as defined in the bidding document.
- 1.3. The successful bidder will be expected to complete the Scope of Bid within the period stated in special conditions of contract.
- 1.4. Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 Documents Establishing Bidder’s Qualification
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to qualification criteria specified in Invitation for Bids (IFB) the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting qualification criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
 - 2.1.4 The documentary evidence of the bidder’s qualifications to perform the contract if his bid is accepted, shall establish to the OWNER’S/CONSULTANT’S satisfaction that, the bidder has the financial, technical and productions capacity necessary to perform the contract.
 - 2.1.5 VOID
- 2.2 The invitation of bid is open to any bidder.
- 2.3 A 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 works or of the project of which the works



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ii) form a part, or that has been hired by the Employer as engineer/consultant for the contract.

2.4 The bidder shall not be under a declaration of ineligibility by EMPLOYER for corrupt or fraudulent practices as defined in ITB clause no. 44.

2.5 *The bidder is not put on holiday/ banned by BPCL/ GSPC GROUP COMPANIES / SGL or Project Management Consultant (PMC) of BPCL/ SGL/ GSPC GROUP COMPANIES or banned by any Government Department/ Public Sector on due date of submission of bid. If the documents were issued inadvertently / downloaded from website, offers submitted by such bidders shall not be considered for opening / evaluation / award.*

2.6 While evaluating the bids, pursuant to bid evaluation criteria (BEC) as specified in the Global Notice for Invitation for Bids (IFB), bidder's past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Purchaser/consultant shall be final and binding on the contractor.

2.7 *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.*

3. ONE BID PER BIDDER

3.1. A Bidder shall submit only one bid including bid as member of consortium, if any. In case a Bidder submits or participates in more than one bid ,then, all the bids in which the bidder has participated shall be disqualified.

3.2. Alternative bids are not acceptable.

4. COST OF BIDDING

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

4.2 *No tender document will, however, be issued to the bidder who are on 'Holiday' by BPCL/ GSPC GROUP COMPANIES / SGL or Project Management Consultant (PMC) of BPCL/ SGL/ GSPC GROUP COMPANIES or banned by any Government Department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/downloaded from website, offers submitted by such bidder shall not be considered for opening/evaluation/award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BPCL/ GSPC GROUP COMPANIES / SGL*

5. SITE VISIT

5.1. The bidder is advised to visit and examine the site or / locations of Warehouse/storage



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

yard and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.

- 5.2. The bidder or any of its personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Employer and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

B. BIDDING DOCUMENTS

6. CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents hosted on SGL Website are as stated below and should be read in conjunction with any addenda issued/hosted in accordance with clause 8 of ITB:

Volume I of II: Commercial

1.0.	Section – I	:	1.0 INVITATION FOR BID (IFB) 2.0 ACKNOWLEDGEMENT CUM CONSENT LETTER
2.0	Section – II	:	INSTRUCTIONS TO BIDDER (ITB)
3.0	Attachment – I	:	Forms & Formats
4.0	Attachment – II	:	Contract Agreement
5.0	Attachment – III	:	Indemnity Bond
6.0	Attachment – IV	:	Performance Evaluation
7.0	Attachment – V	:	Void
8.0	Section – III		GENERAL CONDITIONS OF CONTRACT-WORKS (GCC- WORKS)
9.0	Section – IV	:	1.0 SPECIAL CONDITIONS OF CONTRACT (SCC) 2.0 ANNEXURE TO SCC
10.0	Section V	:	PARTICULAR JOB SPECIFICATION (If applicable)
11.0	Section VI	:	SCHEDULE OF RATE

Volume II: Technical (Documents, Specification, Drawings etc.)

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

rejection of the Bid.

7. CLARIFICATION ON BID DOCUMENTS

7.1. *A prospective bidder requiring any information or clarification of the Bidding Documents, may notify the Employer/Consultant in writing by e-mail/fax at Consultant's mailing address indicated in the Bid Document. SGL will respond in writing to any request for clarification of the bidding documents, which it receives before scheduled date of pre-bid meeting. Written copies of SGL response (including an explanation of the query but without identifying the source of the query) will be hosted on the SGL website www.sabarmatigas.in before bid due date.*

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

8. AMENDMENT OF BID DOCUMENTS

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

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

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

C. PREPARATION OF BIDS

9. LANGUAGE OF BID

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

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

10. BIDS FROM CONSORTIUM - NOT APPLICABLE

11. DOCUMENTS COMPRISING THE BID

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

11.2 Envelope -1: Super scribing Techno-Commercial Un-priced Bids (PART-A)



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Part-A: Techno-commercial un-priced Bid (to be furnished in One original and Two copies with one original plus one copy of signed & stamped tender) and shall contain the following duly signed on each page:

- a. Covering letter with name & signature of person holding Power of Attorney with contact number
- b. Duly signed & stamped tender documents including corrigendum
- c. Bidder's General Details/information as per Format F-1 duly filled along with Annexure 1 to Form F-1: MANDATE FORM
- d. Power of Attorney in favour of person (s) signing the bid with his specimen signature that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- e. Bid Form as per Format F-2 duly signed by signing authority & witness
- f. Format F-3A issued by Chartered Accountant, if applicable
- g. Format F-3B issued by Banker, if required
- h. Copy of SOR (Schedule of Rates) with prices blanked out mentioning "Quoted / Not Quoted" against each item.
- i. Void
- j. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and priced bid opening as per Format F-5
- k. Confirmation of no deviation as per Format F-6
- l. Certificate as per Format F-7 for confirming the Government of India is not part of Agreement
- m. Details of similar work done during past seven years as per **Format F-8**
- n. Duly signed and stamped Format F-9A & Format F-9B pertaining to Performa for bank Guarantee for Contract Performance Guarantee & mobilization Advance.
- o. PF & ESIC registration Details as per Format F-10 alongwith copy of PF registration certificate or undertaking as mentioned in F-10, if bidder does not have PF registration and/ or ESIC code at present
- p. Checklist as per Format F-11
- q. Integrity pact as per format F-12, if applicable
- r. Details of Construction Equipment required as per Format F-13.
- s. Details of proposed organization along with CVs of key personnel for home and site offices as per Format F-14.
- t. Detailed execution philosophy of work as per Format F-15.
- u. Declaration as per Format F-16
- v. Undertaking as per Format F-17.
- w. Undertaking as per Format F-17
- x. Check List for Running Bill as per Format F-19 duly signed & stamped as an acceptance of format.
- y. PAN, PF, GST & ESI Registration certificate.
- z. Confirmation as per format F-25
- aa. Any other information / details required as per Bidding Document.
- bb. Copy of certificate of incorporation/ Memorandum & Articles of Association/ partnership deed/ affidavit of proprietorship
- cc. Documents establishing the Qualification pursuant to clauses of IFB, if applicable.
- dd. Any other information / details required as per Bidding Document.
- ee. List of Consultants / sub contractors, if any, and Memorandum of Understanding (MOU) defining their involvement and responsibility in this work.
- ff. Copies of documents defining constitution or legal status, place of registration and principal place of business of the company including that of sub-contractor, if proposed.

Note: All pages of the bid to be signed by authorized person of the Bidder.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

11.3 Envelope-II: Super scribing “Price Bid- Not to Open with Techno-Commercial Un-priced Bid” - PART-B

Part-B: Price Bid

Part-B shall contain one original copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope “Price — Do Not Open”. In case of any correction, the bidders shall put his signature and his stamp.

11.4 Envelope-III: Super scribing “Bid Security & Power of Attorney” - PART-C
Part-C shall contain original Bid Security & Power of Attorney, in separate sealed envelope.

12 BID PRICES

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.

12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.

12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract (“GCC”), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/UTGST or IGST)** on the contract value shall be indicated in 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.

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

12.8 **GST (CGST&SGST/UTGST or IGST)**



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

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

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

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

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

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

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

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

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

12.8.6 SGL 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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

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

12.8.9 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by SGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then SGL 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 SGL.

12.8.10 **Anti-profiteering clause**

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

13. **BID CURRENCY:**

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

14. **PERIOD OF VALIDITY OF BIDS**

14.1. The bid shall remain valid for acceptance for Six (6) months from the bid due date. A bid valid for a shorter period shall be rejected being non-responsive.

14.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Owner/ Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder may refuse the request without forfeiture of its bid security (if available). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 15 in all respects.

15. **BIDDING PROCEDURE**



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

15.1. Bidding will be conducted through Open Domestic system.

16. SALE OF TENDER DOCUMENT OR DOWNLOADING OF TENDER DOCUMENT

The entire document has been web hosted at ITI procurement portal link in tender document to facilitate: <https://petroleum.euniwizarde.com/HomePage/loadSiteHomePage/Vy66Wa1zwHmM99LvXvGIKA> for participation of the eligible bidders. Bids shall be submitted online in e-tendering portal <https://petroleum.euniwizarde.com/HomePage/loadSiteHomePage/Vy66Wa1zwHmM99LvXvGIKA> only along with hard Copy submission of Bid Document Fee, Earnest Monet Deposit & other supporting documents as mentioned in the bid documents. Bidders meeting the bid pre-qualification criteria and intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. The bidders who have received / downloaded the tender document may bid for any or all of the locations / tenders. Bidders who have received / downloaded the tender document from website shall made payment of bid document fee through Crossed Bank Draft in physical form along with along with EMD / bid security. The bid of any such bidder shall be considered only if the bid is accompanied by the prescribed bid document fee in the form of Demand Draft along with EMD/Bid Security.

17. SUBMISSION OF BIDS:

Bids shall be submitted online in e-tendering portal:

<https://petroleum.euniwizarde.com/HomePage/loadSiteHomePage/Vy66Wa1zwHmM99LvXvGIKA> only along with hard Copy submission of Bid Document Fee, Earnest Monet Deposit & other supporting documents as mentioned in the bid documents. Original Copy of Bid Document Fee & Earnest Monet Deposit along with Hard Copies of other supporting documents as mentioned in the bid documents shall be submitted within 2 (Two) Days from Bid Submission Due Date, with the contents as defined below. Bidder shall ensure that it is mandatory to upload scan copies of these documents on e-tendering portal.

Bid submitted by bidders who have not accompanied the bid document fee along with bid fees and EMD/Bid Security, the bid offer will be rejected.

17.1. ENVELOPE-2 (1+1 Copy)

17.1.1 Supporting documents required for BID evaluation as mentioned in tender document.

17.1.2 All Forms and Format duly filled, signed and stamped.

17.1.3 All Supporting documents required in support of Bidder Evaluation Criteria.

17.2. ENVELOPE-1 (1+1 Copy)

17.2.1 Bid Document Fee (If applicable) for the amount specified in Instruction for Bids.

17.2.2 Earnest Money Deposit (EMD) for the amount specified in Instruction for Bids.

17.2.3 Each packet should have the caption "ENVELOPE 1" and "ENVELOPE 2" along with the bid reference number clearly written on the respective envelopes.

Note: In case any of the above are not found in ENVELOPE 1, the BID may be disqualified in totality and will not be considered for further evaluation.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

17.3. **COMMERCIAL OFFER:**

- 17.3.1 Unit Rates shall be strictly quoted /entered on the e-tendering portal **No hard copy** submission will be accepted for commercial offer.
- 17.3.2 Both Envelopes as mentioned above shall be enclosed in a single large envelope addressed to personnel & address as mentioned in tender documents.
- 17.3.3 Each envelope shall indicate name and address of the BIDDER to enable the Bid to be returned unopened, if required.
- 17.3.4 If any envelope is not sealed and marked as above, OWNER shall assume no responsibility for the misplacement or premature opening of the BID.
- 17.3.5 BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated in the TENDER DOCUMENT shall not be considered for opening/evaluation/award and shall be rejected.
- 17.3.6 BID received after stipulated last date and time, due to any reasons whatsoever, including postal delays shall be rejected.
- 17.3.7 SGL may increase / decrease the quantities indicated in the SOR prior to placement of order and the successful bidders shall supply the revised quantities on placement of order.
- 17.3.8 Bidder shall quote for all of the items as the Bids.
- 17.3.9 The Price Bid shall contain the price expected by the party for supply as per the specifications. The prices quoted by the Bidders should be inclusive of applicable taxes GST, Freight, P&F, Insurance, Loading & Unloading, Custom duty and other applicable charges etc. at SGL Stores/Sites) whichever is applicable.

18. BID SECURITY

- 18.1. The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 18.2. The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to ITB clause 15.9.
- 18.3. Deleted
- 18.4. SGL shall not be liable to pay any bank charges, commission or interest on the amount of bidsecurity.
- 18.5. The bid security shall be valid for six (06) months beyond the validity of the bid as specified in Clause 14 of ITB i.e. .
- 18.6. Any bid not secured in accordance with ITB clause 15.1 and 15.4 shall be rejected by SGL as non-responsive.
- 18.7. Unsuccessful bidder's bid security will be discharged / returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by OWNER pursuant to



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ITB clause 14.

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

18.9. The bid security may be forfeited:

If a bidder withdraws its bid during the

period of Bid validity. In case of a

successful bidder, if the bidder fails:

- i) to accept the award in accordance with clause 35 of ITB or
- ii) to accept the arithmetic corrections pursuant to clause 30 of ITB and/or
- iii) in case of a successful Bidder, if the Bidder fails, within the specified period
 - a) to sign the Contract and
 - b) to furnish the performance guarantee in accordance with Clause 37 of ITB.

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

18.11. *Void*

18.12.

SGL ACCOUNT DETAILS	
Beneficiary Name	SABARMATI GAS LIMITED
Beneficiary Account type	Cash Credit
Beneficiary Account Number	08112560000321
Beneficiary Bank	KOTAK MAHINDRA BANK
IFS code	KKBK0000811
Amount (in figures)	Ground Floor, Ghantakarana Market, Near New Cloth Market, Ahmedabad-380002. Gujarat

19. PRE-BID MEETING

19.1. Pre-bid Meeting shall be held as per details mentioned in IFB Clause No.V above to address the queries, if any, related to the TENDER DOCUMENT and Scope of Supply / Work.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 19.2. A prospective BIDDER requiring any information or clarification of the TENDER DOCUMENT should notify the OWNER in writing by e-mail as mentioned in the TENDER DOCUMENT. All questions/ queries should be received by OWNER at least 2 (two) working days before scheduled date of pre-bid meeting. Email for correspondence shall be cp11@energyworld.biz, prakriti@energyworld.biz, panwalass@sabarmatigas.com
- 19.3. Though non-attendance of the pre-bid meeting shall not be a cause of disqualification of the BIDDER, the BIDDER should endeavour to attend the same.
- 19.4. Any BIDDER, whether or not attending the Pre-bid meeting, shall have no right whatsoever, to raise any queries or concerns regarding any part of the TENDER DOCUMENT, subsequent to the meeting. The OWNER shall not be liable to respond to any such communication from any BIDDER, subsequent to the pre-bid meeting.
- In case Pre-Bid meeting is not applicable**, bidders are requested to send clarifications, if any, by courier or by fax or by e-mail to reach SGL at least 10 days before the Bid due date.
- 19.5. Any addendum/corrigendum/ clarification to the bidders query thus issued shall be part of the bidding documents pursuant to ITB clause 6.1 and shall also be hosted on the website as defined in clause no. 7.1, above and will be informed to bidders as per clause 8.2 above.
- 19.6. Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.
- 19.7. The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for unamended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 19.8. The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.
- 19.9. 17.3. The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.
- 20. ZERO DEVIATION:**
- 20.1. **Bidder to note that this is a ZERO deviation bidding document.** Owner/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed General Condition of Contract (GCC-Works), Special Condition of Contract (SCC), Instruction to Bidders (ITB), Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer. **Bids with any deviation to the bid conditions shall be liable for rejection.**
- 20.2. Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder:
- i. Firm prices
 - ii. Earnest money deposit (EMD) / Bid Bond
 - iii. Scope of work



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- iv. Specifications
- v. Price schedule
- vi. Delivery / Completion Schedule.
- vii. Period of validity of bid
- viii. Price Reduction Schedule (PRS).
- ix. Performance Bank Guarantee (PBG) / Security Deposit.
- x. Guarantee of Material/ Work
- xi. Arbitration / Resolution of dispute
- xii. Force Majeure.
- xiii. Applicable laws
- xiv. Payment terms
- xv. Submission of prices in unpriced /technical bid
- xvi. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

21. E-PAYMENTS

- 21.1. Payments to suppliers and Contractors shall be done electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-banking / RTGS / NEFT mode.
- 21.2. AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES - NOT APPLICABLE

SUBMISSION OF BIDS

22. SEALING AND MARKING OF BIDS

- 22.1. Bid shall be submitted in the following manner in separately sealed envelopes duly superscribed as below:
 - Part-I - Techno-commercial/ unpriced Bid
 - Part-II - Priced Bid
 - Part III - Original Bid Security & Power of Attorney
- 22.2. Part-I shall contain **one original** and **two copies of UNPRICED BID** complete with all technical and commercial details other than price (with prices blanked out and copies of bid security) and **One original & one copy of signed & stamped tender documents**. All the unpriced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelopes duly marked and addressed to the Employer. In the event of any discrepancy between them, the original shall govern. The envelope shall also indicate the name of the bidder.
- 22.3. Part-II - PRICED BID shall be submitted in one original copy with duly filled in Price schedule sealed in a separate envelope duly marked and addressed to the Employer.
- 22.4. Part-III - BID SECURITY & POWER OF ATTORNEY in original shall be submitted sealed in a separate envelope duly marked and addressed to the Employer.
- 22.5. The three envelopes containing PART-I, PART-II and PART-III should be enclosed in a larger envelope duly sealed and marked and also bear the name and address of the Bidder and Tender



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

No.

- 22.6. If the outer envelope is not sealed and marked properly, SGL will assume no responsibility for the Bid's misplacement or premature opening.
- 22.7. Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.
- 22.8. All envelopes containing the documents are required to be submitted by the bidder shall have Bid Document Number and shall be submitted at address mentioned in Cl. 21.7 below.
- 22.9. Bids must be received as mentioned above by SGL at the following address:

Senior Manager (C&P)
Sabarmati Gas Limited
Plot No. 907, Sec-21
Gandhinagar,-382021
Gujarat.
Contact no. 07966737605

- 22.10. Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

23. DEADLINE FOR SUBMISSION OF BID

- 23.1. Bids must be received by SGL at the address specified in the Invitation for Bids (IFB) not later than the date and time stipulated in the IFB.
- 23.2. 22.2 SGL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of SGL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

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

- 24.1. No bid shall be considered after the deadline for submission of bid prescribed by the Consultant pursuant to clause 22 of ITB.
- 24.2. Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award and will be returned to such bidders.

25. MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1. The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/ withdrawal is received by SGL/ MECON prior to the deadline for submission of bids.
- 25.2. The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 25.3. No bid shall be modified after the deadline for submission of bids.
- 25.4. No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the suitable penal action against bidder and forfeiture of his bid security (if available) pursuant to Sub-Clause 15.7 .

BID OPENING AND EVALUATION

26. BID OPENING

- 26.1. Un-Priced Techno – Commercial bid opening:
- 26.2. The Owner/Consultant will open the un-priced techno – commercial bids in the presence of bidders’ designated representatives at date & time as stipulated in IFB. The bidder’s representatives who are present shall sign bid-opening statement evidencing their attendance.
- 26.3. Bidder’s names, the presence (or absence) and amount of bid security, and any other such details as the consultant may consider appropriate will be announced by the Consultant.

27. PROCESS TO BE CONFIDENTIAL

- 27.1. Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other person officially concerned with such process. Any effort by a bidder to influence the Owner/Consultant in any manner in respect of bid evaluation or award will result in the rejection of that bid.

28. CONTACTING THE OWNER/CONSULTANT

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1. Techno-Commercial Bid Evaluation.
- 29.2. The Owner/Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 29.3. Prior to the detailed evaluation, the Owner/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 29.4. No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents shall not be opened and returned un-opened to such bidder(s).

- 29.5. The Owner/Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 29.6. The Owner/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness/ specifications defined in the bid document, consistency and detail will be rejected as non-responsive.
 - (b) Any other relevant factor, if any that the Owner/Consultant deems necessary or prudent to be taken into consideration.
- 29.7. Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB, etc.

30. PRICE BID OPENING

- 30.1. The Owner/Consultant shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to techno-commercial bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 30.2. The Owner/Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 30.3. The bidder's name, prices, and such other details as the Owner/Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

31. ARITHMETIC CORRECTIONS

- 31.1. The bids will be checked for any arithmetic errors as follows.
- 31.2. *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 and*
- 31.3. *When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.*



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

31.4. *When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.*

31.5. If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

32. CONVERSION TO SINGLE CURRENCY-NOT APPLICABLE

33. EVALUATION AND COMPARISON OF BIDS

33.1. The evaluation shall be done on overall basis as per SOR and Tender Document and shall be awarded to the lowest bidder.

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

Free issue items value & applicable taxes thereon shall not be considered for evaluation.

Notes:

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

2) In case any cess on GST is applicable same shall also be considered in evaluation.

33.2. **Void**

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

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

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

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

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

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

33.7. Preferences

a) *Purchase Preference: Not Applicable*



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

b) *Price Preference: Not Applicable*

AWARD OF CONTRACT

33. AWARD OF WORK

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

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

33.3. *IN CASE AFTER PRICE BID OPENING THE LOWEST EVALUATED BIDDER (L1) IS NOT AWARDED THE JOB FOR ANY MISTAKE COMMITTED BY HIM IN BIDDING OR WITHDRAWAL OF BID OR VARYING ANY TERM IN REGARD THEREOF LEADING TO RE-TENDERING, SGL SHALL FORFEIT EARNEST MONEY PAID BY THE BIDDER AND SUCH BIDDERS SHALL BE DEBARRED FROM PARTICIPATION IN RE-TENDERING OF THE SAME JOB(S) / ITEMS(S).*

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

34. OWNER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

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

35. NOTIFICATION OF AWARD

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

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

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

36. CONTRACT AGREEMENT

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

and accepted rates.

36.2. The Contract document shall consist of the following:

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

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

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

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

37. SECURITY DEPOSIT/ CONTRACT PERFORMANCE GUARANTEE

37.1 Pursuant to Clause No. 24 of GCC-Works bidder will provide Performance Guarantee of 10% of individual call out order value within 30 days of award (date of issuance of FOA)

The contract performance bank guarantee shall be valid 03 (three) months beyond the expiry of defect liability period.

The Performance Guarantee shall be in form of either Demand Draft or Banker's Cheque or irrevocable Bank Guarantee and shall be in the currency of Contract (issued by any Indian Scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank in case of Indian bidders).

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

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

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

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

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Refer Att.-VI.

39. WAIVER OR TRANSFER OF THE AGREEMENT

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

40. ORDER OF PRECEDENCE

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

41. UNSOLICITED POST TENDER MODIFICATIONS

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

42. VOID

43. VOID

44. Deleted

45.0 Deleted

46.0 DELETED

47. 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.

48.0 Void

49.0 Deleted.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

50.0 REASON FOR REJECTIONS OF BIDS

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

51.0 REQUIREMENT OF PAN NO.

51.1 As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

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

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

51.2 SGL's PAN no. is AAKCS011N

52.0 Non Applicability of Arbitration Clause in case of Banning of Vendors / Suppliers/ Contractors / Bidders / Consultants indulged in Fraudulent / Coercive Practices.

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

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

53.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULE CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

54.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

55.0 INAM-PRO FOR PROCURMENT OF CONSTRUCTION MATERIAL LIKE CEMENT



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22



Date: 23-12-2022

WITH A VIEW TO REDUCE EXECUTION DELAYS ON ACCOUNT OF SUPPLY SHORTAGE

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

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

SGL'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.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	<p style="text-align: center;">ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

56.0. MENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

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

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

57.1 Void

Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.

57.2 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

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

57.4 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

57.5 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.

57.6 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased
Crossings through HDD Method at Various locations in
Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan
Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

57.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

58.0 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ATTACHMENT-I

FORMS AND FORMATS



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**F-1
BIDDER'S GENERAL INFORMATION**

To
Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone Number)

1-9 Banker's Name : _____

1-10 Branch : _____

1-11 Branch Code : _____



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

1-12 Bank account number : _____

1-13 GST Registration number : _____

ONLY FOR INDIAN BIDDERS

1-14 PAN No. : _____

1-15 Whether Micro/ Small: _____
/ Other Enterprise

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

(SIGNATURE OF BIDDER WITH SEAL)

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Annexure 1 to Form F-1

REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

(To be issued on vendors letterhead)

1. Vendor / Customer Name :
2. Vendor / Customer Code: :
3. Vendor / Customer Address:
4. Vendor / Customer e-mail is :
5. Particulars of Bank Account:
 - a. Name of the Bank :
 - b. Name of the Branch :
 - c. Branch Code :
 - d. Address :
 - e. Telephone number :
 - f. Type of account (Current / Saving):
 - 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 Sabarmati Gas 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 and If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Sabarmati Gas Limited responsible.

(Signature of Vendor / Customer)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**F-2
BID FORM**

To
Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir,

After examining/reviewing the Bidding Documents for “ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts” including technical specifications, drawings, General and Special Conditions of Contract and Schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Addenda Nos. _____.

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-3
LIST OF ENCLOSURES

To,

Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir,

- A. We are enclosing all documents as per clause 11 of ITB i.e. "Documents Comprising the Bid" along with addendums/corrigendum.
- B. In case the tenders having the bid closing date upto 30th September of the relevant financial year, and audited financial results of immediate preceding financial year is not available for turnover criteria specified in Financial BEC, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsory submit the audited financial results for the immediate three (03) preceding financial years

(SEAL AND SIGNATURE OF BIDDER)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-3A

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.:



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.**



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Format-3B

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

(To be provided on Bank's letter head)

To,
Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir,

Date:

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 SGL'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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-4
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY

(To be stamped in accordance with the Stamp Act)

**PROFORMA OF BANK GUARANTEE
(For EMD/SECURITY DEPOSIT)
(ON NON JUDICIAL PAPER)**

BANK GUARANTEE NO. :-

DATE: - :-

APPLICANT :- (Name and address of Supplier/Contractor)

BENEFICIARY :- SABARMATI GAS LTD.
Plot No. 907, Sector-16,
Gandhinagar: 382 021

SURETY :-(Name and Address of Bank)

AMOUNT :-

This deed of guarantee made this _____, 2022 by _____ (Name & address of Bank) having its head office at _____ hereinafter referred to as the Bank which shall unless repugnant to the context and the meaning thereof includes its legal representatives, successors and assignees and the Municipal of the city of Sabarmati Gas Limited (hereinafter referred to as the Company) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees.

Whereas the SABARMATI GAS LIMITED (herein after called Company' which expression shall include its successors and assigns) has invited bids for the **(Details of Tender)**, by the Tender No: _____.

And whereas (Name of Supplier/Contractor) having its registered office at _____, who having submitted their bids (thereinafter referred to us the bidder) and have agreed to deposit to the COMPANY an amount indicated in the invitation to the bid as per the terms and conditions of the bidding documents.

And Whereas the COMPANY is also accepting a Bank Guarantee in lieu of payment by demand draft or an amount equivalent to the amount of bid security/Earnest Money Deposit to be deposited by the bidder to the COMPANY and the Guarantee shall be kept valid for Six Months after the opening of the bids.

In consideration of the company having agreed to consider the bid proposals having submitted



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

by the bidder without depositing the amount of bid security and against this Bank Guarantee, we **(Name Of Bank)** hereby, undertake and guarantee to make payment to the COMPANY the amount of bid security or any part thereof not deposited by the bidder to the COMPANY at any time (time being the essence of the Contract) when the COMPANY asks for the same as per the terms and the conditions of the bidding documents within Six Month from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the COMPANY in writing and the guarantee shall be continuous and irrevocable guarantee upto a sum of Rs. _____, (Rupees _____)

Provided always that any indulgence or forbearance on the part of the COMPANY to the said bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the COMPANY.

In case the COMPANY puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank Guarantee, the Bank will consider, without demur that such demand by it is conclusive evidence and proof that the bidder has failed in complying with the terms & conditions stipulated by the COMPANY in its bidding document and payment will be made to the COMPANY without raising any disputes regarding the reasons for such failures on the part of the bidder.

This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the consultant but shall in all respects and for all purpose be binding and operative until payment of all moneys payable to the company in terms hereof.

The Bank shall not be discharge or released from this guarantee by any arrangement between the bidder and the COMPANY with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the COMPANY to the bidder.

This guarantee shall be addition to and without prejudice to any other securities or remedies which the COMPANY may have or hereafter process against the bidder and the COMPANY shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the COMPANY at its absolute discretion may vary, exchange. renew modify or refuse to complete or enforce of assign any security or instrument.

The BANK shall not be released of its obligations under these presents by any exercise by COMPANY of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of COMPANY or any other matter thing indulgence shown by COMPANY or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.

The bank agrees that the amount hereby guaranteed shall be due and payable to the COMPANY on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

by actual delivery thereof to the Bank by dispatch thereof to the Bank by registered post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights in consistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

This Guarantee shall be governed by the laws of India and the court in Gandhinagar or Ahmedabad shall have exclusive jurisdiction.

The guarantee shall be force until _____ and the Bank undertakes to renew the Bank Guarantee provided the request made by the bidder the expiry of Bank Guarantee.

Notwithstanding anything contained herein:-

1. Our liability under the Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
2. This Bank Guarantee shall be valid upto _____ &
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB under intimation to SGL.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. from where the earnest money bond has been issued.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**F-5
LETTER OF AUTHORITY**

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.

Date:

Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir,

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

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

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

Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting, unpriced bid opening and price bid opening and submit the same to SGL.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**F-6
NO DEVIATION CONFIRMATION**

Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir,

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

(SEAL AND SIGNATURE OF BIDDER)

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**F-7
CERTIFICATE**

Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021



Dear Sir,

If we become a successful bidder and pursuant to the provisions of the Bidding Documents Fax of Acceptance is issued to us for “**ARC for carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts**” the following certificate shall be automatically enforceable:

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

Seal and Signature of Bidder

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

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

F-8

DETAILS OF SIMILAR WORK DONE DURING PAST SEVEN YEARS

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

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed.

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

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

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

SEAL AND SIGNATURE OF BIDDER



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-9A
PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

PERFORMANCE BANK GUARANTEE

(For Equipment Performance Deposit)

(ON NON JUDICIAL PAPER)

BANK GUARANTEE NO :-

DATE:- :-

APPLICANT :- (Name and address of Supplier/Contractor)

BENEFICIARY :- SABARMATI GAS LTD.
Plot No. 907,
Sector- 21
Gandhinagar.

SURETY :- (Name and Address of Bank)

AMOUNT :-

This deed of guarantee made this _____, 2022 by _____ (**Name & address of Bank**) having its head office at _____ hereinafter referred to as the Bank. which shall unless **repugnant** to the context and the meaning thereof includes its legal representatives, successors and assignees and the Municipal of the city of Sabarmati Gas Limited (hereinafter referred to as the Company) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees.

Whereas the (Name and address of Supplier/Contractor) having agreed to provide a Contract Performance and Warranty/Guarantee for the faithful performance of the aforementioned contract and warranty to quality to SABARMATI GAS LIMITED (herein after called Company' which expression shall include its successors and assigns) for the **(Details of Purchase Order/Work Order)**, by the Order No:

_____.

And Whereas the COMPANY is also accepting a Bank Guarantee in lieu of payment by demand draft or an amount equivalent to the amount Contract Performance Security Deposit to be deposited by _____ (Name of Supplier) to the COMPANY and the Guarantee shall be kept valid for _____.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

We (Name Of Bank) hereby, undertake and guarantee to make payment of the COMPANY the amount payable by _____(Name of Supplier/Contractor) to the extent of _____% of Contract Price _____(Amount in Words) to COMPANY at any time (time being the essence of the Contract) when the COMPANY asks for the same as per the terms and the conditions of the Purchase/ Work Order document within _____(Tenor of Bank Guarantee) from the date of opening of the placement of the Purchase/ Work Order.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the COMPANY in writing and the guarantee shall be continuous and irrevocable guarantee upto a sum of Rs. _____, (Rupees _____)

Provided always that any indulgence or forbearance on the part of the COMPANY to the said _____(Name of Supplier/Contractor), with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the COMPANY.

In case the COMPANY puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank Guarantee, the Bank will consider, without demur that such demand by it is conclusive evidence and proof that _____(Name of Supplier/Contractor) has failed in complying with the terms & conditions stipulated by the COMPANY in its Purchase/ Work Order and payment will be made to the COMPANY without raising any disputes regarding the reasons for such failures on the part of the supplier.

This guarantee / undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the consultant but shall in all respects and for all purpose be binding and operative until payment of all moneys payable to the company in terms hereof.

The Bank shall not be discharge or released from this guarantee by any arrangement between the SUPPLIER/ CONTRACTOR and the COMPANY with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the COMPANY to the SUPPLIER.

This guarantee shall be addition to and without prejudice to any other securities or remedies which the COMPANY may have or hereafter process against the supplier and the COMPANY shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the COMPANY at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce of assign any security or



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

instrument.

The BANK shall not be released of its obligations under these presents by any exercise by COMPANY of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of COMPANY or any other matter thing indulgence shown by COMPANY or by any other matter or thing whatsoever which under law would, but for this provisions, have the effect of relieving the BANK.

The bank agrees that the amount hereby guaranteed shall be due and payable to the COMPANY on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank by dispatch thereof to the Bank by registered post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights in consistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

This Guarantee shall be governed by the laws of India and the court in Gandhinagar or Ahmedabad shall have exclusive jurisdiction.

The guarantee shall be force until _____ and the Bank undertakes to renew the Bank Guarantee provided the request made by the supplier the expiry of Bank Guarantee.

Notwithstanding anything contained herein:-

1. Our liability under the Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
2. This Bank Guarantee shall be valid up to (**Contract period + defect liability period + 90 days claim period**) _____ &;
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Gandhinagar.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

FORM F-10

DETAILS OF P.F. & ESIC REGISTRATION

Sabarmati Gas Limited,
Head Office,
Plot No 907, Sec 21,
Gandhinagar, Gujarat 382021

Dear Sir(s),

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

PF REGISTRATION NO. :
DISTRICT & STATE :

ESIC Code No. :
DISTRICT & STATE :

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

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

(Seal and Signature of Bidder)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-11 CHECKLIST

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	ATUS
1.0	Signing and stamping each sheet of offer, original bid document including drawings, addendum (if any)	<input type="checkbox"/> <input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part of bid	<input type="checkbox"/>
	a) Covering Letter, Letter of Submission	<input type="checkbox"/> <input type="checkbox"/>
	b) Bid Security	<input type="checkbox"/>
	c) Signed and stamped original copy of bidding document along with drawings and addendum (if any)	<input type="checkbox"/>
	d) Power of Attorney in the name of person signing the bid, in Physical form.	<input type="checkbox"/>
	e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
	f) QA/QC and HSE Program relevant to this work	<input type="checkbox"/> <input type="checkbox"/>
	g) Time completion in the form of Bar chart separately for each spread quoted	<input type="checkbox"/>
	h) Copies of documents defining constitution or legal status, place of registration and principal place of business of the company	<input type="checkbox"/>
	i) Bidders declaration that they are not under any liquidation court receivership or similar proceedings and they have not been banned or delisted by any Government or quasi Government agencies of PSU's	<input type="checkbox"/>



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- j) Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipments as per SCC are enclosed



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

S. NO.	DESCRIPTION	STATUS
k)	Confirm submission of document alongwith techno-commercial bid as per bid requirement.	<input type="checkbox"/>
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)	<input type="checkbox"/>
4.0	Confirm that the price part of bid as per Price Schedule format enclosed with Bidding Document has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in documents submitted in Physical form alongwith Un-priced part of bid has been initialled and stamped by the authorized person.	<input type="checkbox"/>
7.0	Confirm that any correction in the "Price Part" part has been signed in full and stamped	<input type="checkbox"/>
8.0	Confirmation that no deviations are taken against commercial and technical specifications of the bid document.	<input type="checkbox"/>
9.0	Confirm that annual reports for last three financial years & duly filled in Form 3A & Form 3B (if required), as sought in BEC, are enclosed in the offer for financial assessment.	<input type="checkbox"/>

(Seal and Signature of Bidder)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-12

VOID



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-13

DETAILS OF PROPOSED EQUIPMENTS, TOOLS & TACKLES

The bidder shall submit the details of all construction equipments, tools & tackles etc. in the following format, proposed to be deployed for each section:-

Sr. No.	Equipment Description	Nos.	Capacity & make	If owned by Bidder		If likely to be purchased by Bidder, expected date of Purchase	If to be Hired		Remark
				Present Location	Expected Date of Availability		Source of Hiring	Reference of Consent Letter	

- Note - 1. In case of equipment are to be hired, Bidder shall indicate the source of Hiring and enclose the consent letter from such sources.
2. Bidder shall clearly indicate the expected date of availability of Owned/ Hired equipment.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-14

DETAILS OF PROPOSED ORGANISATION

NAME OF WORK :

BIDDING DOCUMENT NO. :

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-15

DETAILED EXECUTION PHILOSOPHY PROPOSED FOR JOB UNDER CONSIDERATION

NAME OF WORK :

TENDER NO :

Sl. No.	DESCRIPTION	WHETHER TO BE CARRIED OUT IN-HOUSE/OUTSOURCING WITH NAME OF PROPOSED SUBCONTRACTOR
1.	Project Management	
2.	Fabrication, construction/ Installation	
3.	Testing and commissioning	
4.		
5.		
6.		
7.		

NOTE: 1. Bidder to give a detailed write-up on all above activities chapter wise and will be evaluated by Employer/Consultant.

SIGNATURE OF THE BIDDER : _____

NAME OF THE BIDDER : _____



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-16

DECLARATION

- 1.0 We confirm that we are not under 'liquidation', any 'court receivership or similar proceedings' or 'bankruptcy'.
- Further, it is our sole responsibility to ensure that any changes occurring in the above declaration during the processing of the tender are brought to the notice of Employer.
- 2.0 We also confirm that Neither we nor our allied agency/(ies) have been put on holiday/ banned by BPCL /GSPC Group Companies / SGL/ Ministry of Petroleum and Natural Gas or Project Management Consultant (PMC) of BPCL /GSPC Group Companies / SGL or banned by any Government Department/ Public Sector on due date of submission of bid.
- 2.0 We also confirm that the content of the Bidding Document including Corrigendum / Addendum (if any) have not been altered or modified.
- 3.0 We also confirm that we are not in the suspension list of BPCL/GSPC GROUP OF COMPANIES /SGL.
- 5.0 We also confirm that we are not affiliated with a firm or entity,
- (i) that has provided consulting services related to works to employer during preparatory stages of works or of the period of which the work form a part, or
- (ii) that has been hired (or proposed to be hired) by the employer as Engineer / Consultant for the contract.
- 6.0 We confirm that “the document submitted by M/s. (Name and address of the bidder) against tender no. dtd..... are true and genuine and in case of any discrepancy noticed or observed at any stage, M/s.(Name and address of the bidder) shall be personally responsible not only for the damages or loss to SGL, but also for criminal proceedings under the relevant laws”.

Signature & Seal of Bidder

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-17

UNDERTAKING

We confirm that we shall deploy the equipments as per tender document during execution of the contract..

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

Signature & Seal of Bidder

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-18

VOID



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-20
COMPLETION CERTIFICATE
ON LETTER HEAD

Ref.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
DD.MM.YYYY

Date:

COMPLETION CERTIFICATE

Name of Work :
Name of Contractor :
Length & Size of Pipeline & Scope of work :
Fax of Acceptance No. :
Letter of Award No. / Work Order No. :
Contractual Value :
Final Completion Value : DD.MM.YYYY
Contractual Start Date : DD.MM.YYYY

Contractual Completion Date

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

Actual Completion Date

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

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

Defect Liability Period : Up to DD.MM.YYYY

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

(xxxxxxxxxxxxx)

Engineer – In – Charge

Note: Format of Completion Certificate to be issued upon successful completion of work.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.





Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

F-22

Not Applicable for this tender

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	<p style="text-align: center;">ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

F-23

PROFORMA OF INDEMNITY BOND

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



WHEREAS SABARMATI GAS LTD. (hereinafter referred to as “SGL”) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Plot No. 907, Sec-21, Gandhinagar, Gujarat 382021 has entered into a CONTRACT with M/s * _____ (hereinafter referred to as the “CONTRACTOR”) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having its registered office at * _____ and on the terms and conditions as set out, inter-alia in the [*mention the work order / LOA/ Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

SGL has also advised the CONTRACTOR to execute an Indemnity Bond in general in favour of SGL indemnifying SGL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be intimated by an third part, including any Banker / Financial institution / worker(s) / vendors (s) / sub-contractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent o SGL for above works.

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

AND THE CONTRACTOR hereby agrees with SGL that:

- i) This Indemnity shall remain valid and irrevocable for all claims of SGL and / or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which SGL and / or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- ii) This Indemnity shall not be discharged / revoked by any change / modification / amendment / assignment of the contract or any merger of the Contractor with other entity or any change in the constitution / structure of the Contactor’s firm /

 <p>Sabarmati Gas Ltd. (A Joint Venture of GSPC and BPCL)</p>	<p>ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 <p>Resonance Energy</p>
<p>TENDER DOCUMENT NO: REPL/SGL/HDD/010/22</p>		<p>Date: 23-12-2022</p>

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 SGL are settled y the Contractor and / or SGL discharges the Contractor in writing form this Indemnity.

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

SIGNED BY:

For [Contractor]
Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Format F-24

NO CLAIM CERTIFICATE
[On the Letter-head of Contractor]

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

After completion of the above-said Work under the contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills, our balance entitlement under the Contract is to a sum of Rs. _____ (Rupees _____ only) as per our Final Bill dated _____ towards full and final settlement of all our claims, dues, issues and contentions from Sabarmati Gas Ltd.

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

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

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

Signature with Seal of contractor

Dated:



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**FORMAT F-19
CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	Sabarmati Gas
(A) Bill Specific point					
1	Invoice (As per GST Act/Rules) in Contractor's letter-head raised to "OIC, Sabarmati Gas Limited, *				
2	Memorandum of payment				
3	Abstract of payment sheet duly adjusted with payment received for the previous invoice				
4	Measurement Sheet				
5	Month wise PF/ESI challan copies				
6	Separate invoice for extra work/ AHR items more than SOR quantity				
7	Approval of PMC and Sabarmati Gas for extra work/AHR items if any				
8	Separate invoice shall be submitted for INR & USD portion (if applicable)				
9	State Wise bifurcation of invoiced amount (State & UTI),wherever applicable (for WCT purpose)				
10	Hard copy of Bill, INR portion (2 original +1 copies)				
11	Soft copy of Bill (Dully tallying with hard copy)				
12	Whether Bill amount/memorandum of payment is matching the amount in service entry sheet				
13	Whether bill has sent through BWS or not(attach BWS receipt)				
14	All the corrections made in the bill should be signed by PMC /Sabarmati Gas authorized signatory				
15	All the bill documents made namely measurement sheets, bills should tally with the memorandum of payment				
16	SAP service entry sheet dually tallying with the abstract of payment				
17	Undertaking from Contractor towards Compliance with T4S Regulations and other relevant standards against the work carried out and claimed in the Invoice (A Format may be developed in consultation with EIC).				



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**FORMAT F-19
CHECKLIST FOR RUNNING BILLS**

SL.No	Document Description	Annexure	Signature Of		
			Contractor	PMC	Sabarmati Gas
(B) General Points					
1	(a) Copy of contractor all risk policy				
	(b) Validity of above exist or not				
2	(a) Free issue material (FIM) insurance copy				
	(b) Validity of above exists or not				
3	(a) Copy of indemnity bond for FIM				
	(b) Validity of above exist or not				
4	(a) Employee Insurance Policy				
	(b) Validity of above exist or not				
5	(a) Workman Compensation insurance policy				
	(b) Validity of above exist or not				
6	Copy of certificate issued by appropriate authority for lowering for lower /non -deduction of WCT/with holding tax/TDS if applicable				
7	3 original letters of contractor mentioning details such as bank name ,address ,country ,account number and swift code (for foreign currency invoice) E-banking details should of SBI/ICICI/HDFC bank only				
8	(a) Copy of contract PBG separately for INR price				
	(b) Validity of above exist or not				
9	Contract agreement copy				
10	Power of attorney in the name of signatory of the bill /indemnity bond				
11	Copy of PAN umber of contractor				
12	Copy of registration certificate of TIN/TAN of concerned state in which WOT is deducted & deposited				



NOTE :-

- There will be signature of concerned contractor, PMC & Sabarmati Gas representative in place
- Invoice, Memorandum of payment to be signed by Sabarmati Gas Section In-charge & Sabarmati Gas Construction Incharge
- Abstract of Payment, measurement sheets are to be signed by Sabarmati Gas Section Incharge/ his representative
- Vadodara Gas spread in-charge / construction in-charge may also require to sign any other relevent documents as applicable from case to case.
- NOC from sub-contractor, if any (deployed after getting approval from Sabarmati Gas / PMC) regarding receipt of payment from contractor upto previous month.
- In case of final bill contractor shall be required to submit NOC from sub-contractor about receipt of full payment from the contractor.
- Copy of Hindrance register for the specified period (RA Bill period) dully signed by contractor /PMC/Sabarmati Gas/ to be submitted along with RA Bill.

FOR CONTRACTOR

FOR PMC / Sabarmati Gas

ATTACHMENT – II
CONTRACT AGREEMENT

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

PROFORMA FOR CONTRACT AGREEMENT

LOA No. Sabarmati Gas /

dated -

 Contract Agreement for the work of ----- of Sabarmati Gas 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 SABARMATI GAS 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

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

Signed and Delivered for and on behalf of EMPLOYER.

Signed and Delivered for and on behalf of the CONTRACTORS.

Sabarmati Gas Limited

(NAME OF THE CONTRACTOR)

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ATTACHMENT – III

INDEMNITY BOND



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

WHEREAS SABARMATI GAS LIMITED (hereinafter referred to as SGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Plot No. 907, Sec-21, Gandhinagar, Gujarat 382021 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) SGL 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 SGL 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 SGL to the CONTRACTOR, SGL has required the CONTRACTOR to furnish to SGL 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 SGL 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 SGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to SGL forthwith on demand in writing without protest or demur the value as specified by SGL of the said



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with SGL'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 SGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of SGL 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 SGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of SGL 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 SGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by SGL 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 SGL 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 SGL 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_____.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.





Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ATTACHMENT – IV

PERFORMANCE EVALUATION

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 SGL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

recommend for continuation or discontinuation of such party from the business of SGL.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

- (i) Poor Performance due to reasons other than Quality : **Six Months**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Six Months**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Six Months**

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in clause no. 5.4 of “Procedure for evaluation of performance of Vendors/Suppliers/Contractors/ Consultants”

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

- 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

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

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

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



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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in clause no. 5.4 of “Procedure for evaluation of performance of Vendors/Suppliers/Contractors/ Consultants”

B) Where Performance rating is “FA IR”

Recommend for issuance of warning to such defaulting

 <p>Sabarmati Gas Ltd. (A Joint Venture of GSPC and BPCL)</p>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 <p>Resonance Energy</p>
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

Vendors/Contractors/Consultants to improve their performance.

4.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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 EEFEECT 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 SGL intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 SGL.

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 SGL/GSPC GAS Companies/ BPCL 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/



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 SGL 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, SGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

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

22.1 10.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of SGL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from SGL to the government exchequer, , then party will be put on holiday for a period of six months after following the due procedure.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

Annexure-1

**SGL
PERFORMANCE RATING DATA SHEET (FOR PROJECTS)**

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

Performance Parameter	Delivery/ Completion 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:



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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:



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Completion Schedule	Period/	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	
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 pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Annexure-2

**SGL 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:



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 Pro rata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks

 <p>Sabarmati Gas Ltd. (A Joint Venture of GSPC and BPCL)</p>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 <p>Resonance Energy</p>
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

iii) Number of

1. No deviation

5 marks



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

deviations

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ATTACHMENT – V
NOT APPLICABLE



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ATTACHMENT-VI

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Introduction:

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

A] Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee of Directors of SGL

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/(ies) and shall be the "CEO".

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 "Investigating Agency" shall mean any department or unit of SGL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the SGL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.

Dj Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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

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

D.3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

appears in the Suspension List.

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

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

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

E] Appeal against the Decision of the Competent Authority:

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

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

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

F.1 Wherever there is contradiction with respect to terms of 'Integrity Pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practice' shall prevail.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased
Crossings through HDD Method at Various locations in
Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan
Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION – III

GENERAL CONDITIONS OF CONTRACT -WORKS (GCC – WORKS)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

TABLE OF CONTENTS

SI.No.

Description

(i)

TABLE OF CONTENTS

(II)

SUBMISSION OF TENDER

GENERAL CONDITIONS OF CONTRACT

SECTION-I (DEFINITIONS)

1.0 Definition of Terms

SECTION-II (GENERAL INFORMATIONS)

2.0 General Information
2.1 (a) Location of Site
(b) Access by Road
2.2 Scope of Work
2.3 Water Supply
2.4 Power Supply
2.5 Land for Contractor's field office,
Go down and Workshop
2.6 Land for Residential Accommodation

SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)

3.0 Submission of Tender
4.0 Documents
4.1 General
4.2 All pages to be initialled
4.3 Rates to be in figures and words
4.4 Corrections and Erasures
4.5 Signature of Tenderer
4.6 Witness
4.7 Details of Experience
4.8 Liability of Government of India
5.0 Transfer of Tender Documents
6.0 Earnest Money
7.0 Validity
8.0 Addenda/Corrigenda
9.0 Right of Employer to Accept or Reject Tender
10.0 Time Schedule
11.0 Tenderer's Responsibility
12.0 Retired Government or Company Officers
13.0 Signing of the Contract
14.0 Field Management & Controlling/Coordinating
Authority
15.0 Note to Schedule of Rates
16.0 16.1 Policy for Tenders under consideration
16.2 Zero Deviation
17.0 Award of Contract



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 18.0 Clarification of Tender Document
- 19.0 Local Conditions
- 20.0 Abnormal Rates

SECTION-IV (GENERAL OBLIGATIONS)

- 21.1 Priority of Contract Documents
- 21.2 Headings & Marginal Notes
- 21.3 Singular and Plural
- 21.4 Interpretation
- 22.0 Special Conditions of Contract
- 23.0 Contractor to obtain his own information
- 24.0 Contract Performance Security
- 25.0 Time of Performance
- 25.1 Time for Mobilisation
- 25.2 Time Schedule of Construction
- 26.0 Force Majeure
- 26.1 Conditions for Force Majeure
- 26.2 Outbreak of War
- 27.0 Price Reduction Schedule
- 27.3 Bonus for Early Completion
- 28.0 Rights of Employer to forfeit Contract Performance Security
- 29.0 Failure by the Contractor to comply with the provisions of the contract
- 30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.0
- 31.0 Change in Constitution
- 32.0 -A Termination of Contract for Death
- 32.0-B Termination of Contract for Liquidation, Bankruptcy etc.
- 32.0-C Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
- 33.0 Members of the Employer not individually liable
- 34.0 Employer not bound by personal representations
- 35.0 Contractor's office at site
- 36.0 Contractor's subordinate staff and their conduct
- 37.0 Sub letting of Works
 - i) Sub contracts for Temporary works etc.
 - ii) List of sub-contractors to be supplied
 - iii) Contractor's liability not limited by Sub-Contractors
 - iv) Employer may terminate sub contracts
 - v) No remedy for action taken under this clause
- 38.0 Power of Entry
- 39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
- 40.0 Other Agencies at site
- 41.0 Notices
 - 41.1 To the Contractor
 - 41.2 To the Employer
- 42.0 Rights of various Interests
- 43.0 Patents and Royalties



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 44.0 Liens
- 45.0 Delays by Employer or his authorised agents
- 46.0 Payments if Contract is terminated
- 47.0 No waiver of Rights
- 48.0 Certificate not to affect Right of Employer and Liability of Contractor
- 49.0 Languages & Measures
- 50.0 Transfer of Title
- 51.0 Release of Information
- 52.0 Brand Names
- 53.0 Completion of Contract
- 54.0 Spares
- SECTION-V (PERFORMANCE OF WORK)**
- 55.0 Execution of Work
- 56.0 Co-ordination and Inspection of work
- 57.0 Work in Monsoon & Dewatering
- 58.0 Work on Sundays & Holidays
- 59.0 General Conditions for construction & Erection Work
- 60.0 Alterations in specification, Design & Extra Work
- 61.0 Drawings to be supplied by the Employer
- 62.0 Drawings to be supplied by the Contractor
- 63.0 Setting out works
- 64.0 Responsibility for Levels and Alignment
- 65.0 Materials to be supplied by contractor
- 66.0 Stores supplied by Employer
- 67.0 Conditions for issue of material
- 68.0 Materials Procured with assistance of Employer/Return of surplus
- 69.0 Materials obtained from dismantling
- 70.0 Articles of Value found
- 71.0 Discrepancies between instructions
- 72.0 Action where no specification is issued
- 73.0 Inspection of Works
- 74.0 Tests for Quality of Works
- 75.0 Samples for approval
- 76.0 Action and Compensation in case of bad work
- 77.0 Suspension of Work
- 78.0 Employer may do part of work
- 79.0 Possession prior to completion
- 80.0 Twelve months period of liability from the date of issue of completion certificate
- 80.3 Limitation of Liability
- 81.0 Care of Works
- 81.1 Defects prior to taking over
- 81.2 Defects after taking over
- 82.0 Guarantee/Transfer of Guarantee
- 83.0 Training of Employer's personnel
- 84.0 Replacement of Defective parts & materials
- 85.0 [Indemnity](#)
- 86.0 Construction Aids, Equipments, Tools & Tackles



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased
Crossings through HDD Method at Various locations in
Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan
Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION-VI (CERTIFICATES AND PAYMENTS)

- | | |
|------|--|
| 87.0 | Schedule of Rates and Payments |
| | i) Contractor's Remuneration |
| | ii) Schedule of Rates to be inclusive |
| | iii) Schedule of Rates to cover construction equipment, materials, labour etc. |
| | iv) Schedule of Rates to cover Royalties, Rents and claims. |
| | v) Schedule of Rates to cover taxes & duties |
| | vi) Schedule of Rates to cover risks of delay |
| | vii) Schedule of Rates cannot be altered |
| 88.0 | Procedure for Measurement and billing of works in progress |
| 88.1 | Billing Procedure |
| 88.2 | Secured Advance on materials |
| 88.3 | Dispute in mode of measurement |
| 88.4 | Rounding of Amounts |
| 89.0 | Lumpsum in Tender |
| 90.0 | Running Account Payments to be regarded as advances |
| 91.0 | Notices of Claims for Additional Payments |
| 92.0 | Payment of Contractor's bills |
| 93.0 | Receipt for Payment |
| 94.0 | Completion Certificate |
| 94.1 | Application for Completion Certificate |
| 94.2 | Completion Certificate |
| 94.3 | Completion Certificate Documents |
| 95.0 | Final Decision & Final Certificate |
| 96.0 | Certificate and Payments No evidence of completion |
| 97.0 | Deduction from Contract Price |

SECTION-VII (TAXES AND INSURANCE)

- | | |
|-------|--|
| 98.0 | Taxes, Duties, Octroi etc. |
| 99.0 | Sales Tax/Turnover Tax |
| 100.0 | Statutory Variations |
| 101.0 | Insurance |
| 101.1 | General |
| | i) Employees State Insurance Act |
| | ii) Workmen Compensation and Employee's Liability Insurance |
| | iii) Accident or injury to workmen |
| | iv) Transit Insurance |
| | v) Automobile |
| | vi) General Liability |
| | vii) Any other Insurance required under law or regulations by Employer |
| 102.0 | Damage to Property or to any Person or any Third Party |

SECTION-VIII (LABOUR LAWS)

- | | |
|-------|--|
| 103.0 | Labour laws |
| 104.0 | Implementation of Apprentices Act 1961 |
| 105.0 | Contractor to indemnify the Employer |



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

106.0 Health and Sanitary Arrangement for worker

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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/SGL means SABARMATI GAS LIMITED, a public limited company, incorporated under the Company's act 1956 and having its Head office at Head Office, Plot No. 907, sec-21, Gandhinagar, Gujarat.
- 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
- 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the SGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
- 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
- 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 1.1.8 CONSULTANT: means SABARMATI GAS APPOINTED CONSULTANT who are the consulting engineer to the Employer for this project and having registered office at Doranda, Ranchi.
- 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 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 SGL 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.
- 1.1.12 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.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 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.
- 1.1.15 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.
- 1.1.16 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.
- 1.1.17 "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.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 1.1.20 "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.
- 1.1.21 "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.
- 1.1.22 "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.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "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.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "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.
- 1.1.29 "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.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.

1.1.32 "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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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.



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 along with 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 along with its enclosures accompanying the Tender Document and all further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for _____ Project of SABARMATI Gas 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:



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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) Latest Balance Sheet and Profit & Loss Account duly audited.
- ix) Details of present commitment as per proforma enclosed to tender.
- x) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical informations the tenderer wish to furnish.
- xi) Provident fund registration certificate
- xii) 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

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

4.5 Signature of Tenderer:

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

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

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

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

4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s SABARMATI Gas Limited, and that M/s SABARMATI Gas 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 SABARMATI Gas 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 SABARMATI Gas Limited is not an agent, representative or delegate of the Government of India. It is further understood and



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

5. Transfer of Tender Documents:

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

6. Earnest Money:

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

The bid guarantee shall be submitted in the prescribed format.

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

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

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

7 Validity:

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him along with tender.

8 Addenda/Corrigenda

- 8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.
- 8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

12 Retired Government or Company Officers



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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:

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.

14.1 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

acceptance /rejection of Tender is made by SGL to the Bidder.

16.2 Zero Deviation: Bidders to note that this is a ZERO DEVIATION TENDER. SGL 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.

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

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

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 SGL in triplicate. SGL 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 SGL or its employee(s) or its representatives shall not in any way be binding on SGL.

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 SGL 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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

22 Special Conditions of 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.

22.1 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 CONTRACTOR, 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

f 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 outbreak 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 Void



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

28 Rights of the employer to forfeit contract performance security:

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

31 Change in constitution:

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- put under holiday [i.e. neither any enquiry will be issued to the party by SABARMATI Gas Limited against any type of tender nor their offer will be considered by SGL against any ongoing tender (s) where contract between SGL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by SABARMATI Gas 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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's licence to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

39 Contractor's responsibility with the mechanical, electrical, intercommunication

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

system, air-conditioning contractors and other agencies:

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. SABARMATI Gas Limited addressed to the HEAD/SITE-IN-CHARGE.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

breach.

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

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

49 Language and measures:

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

50 Transfer of title:

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

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

51 Release of information:

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

52 Brand names:

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

53 Completion of contract:

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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,



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast wearing spares.

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

SECTION-V Performance of Work

55 Execution of work:

55.1 All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

56 Co-ordination and inspection of work:

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

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.



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

59 General conditions for construction and erection

59.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

work:

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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:-



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
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ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

exceed by or is not less than plus/minus (\pm)20% of the VALUE OF CONTRACT. The item rates in



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 20% 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

62 Drawings to be supplied by the contractor:

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.

62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.

62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.

"Certified true for _____
(Name of Work)

Agreement
No. _____

Signed: _____
_____ (CONTRACTOR)
_____ (ENGINEER-IN-CHARGE)

62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

66 Stores supplied by the employer:

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.

66.1 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 anyway 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

x) The CONTRACTOR shall furnish to the ENGINEER-IN-



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 clauseshall be final and conclusive.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

77 Suspension of works: 77.1 i) Subject to the provisions of sub-para (ii) of this clause, the



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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,



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

to complete the WORK.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 SGL 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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

88.1.7 COMPUTERISED BILLING SYSTEM: SABARMATI Gas Limited has introduced Computerised Billing System whereby when the Bills are submitted in SGL by a Contractor, a receipt number is generated. The Contractor can know the status of the Bill through SGL's website.

88.2 SECURED ADVANCE ON MATERIAL:

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

88.3 DISPUTE IN MODE OF MEASUREMENT:

In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.

88.4 ROUNDING 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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-



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/ extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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:



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

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

95 Final decision and final certificate:

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

96 Certificate and payments on evidence of completion:

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

97 Deductions from the contract price:

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION-VII Taxes and Insurance



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

98 Taxes, Duties, Octroi etc:

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

99 Sales tax/turnover tax:

99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

100 Statutory variations

100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to SGL. However, any increase in the rate of these taxes



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 SGL.

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.

(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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 wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION-IX Applicable Laws and Settlement of Disputes



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 [SABARMATI Gas 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 (SGL) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

108 Jurisdiction:

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

SECTION-X Safety Codes

109 General:

109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

110 Safety regulations:

- 110.1
- i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.
 - ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property.

111 First aid and industrial injuries:

- 111.0
- i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.
 - ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.
 - iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

112 General rules:

112.0 Smoking within the battery area, tank farm or dock limits is strictly



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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,



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SECTION – IV

1.0 SPECIAL CONDITIONS OF CONTRACT (SCC)

2.0 ANNEXURE TO SCC



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SPECIAL CONDITIONS OF CONTRACT



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

INDEX

- 1.0 GENERAL
- 2.0 SCOPE OF WORK & SCOPE OF SUPPLY
- 3.0 SUPPLY OF WATER , POWER & OTHER UTILITIES
- 4.0 TIME OF COMPLETION
- 5.0 DRAWINGS AND DOCUMENTS
- 6.0 COMPLIANCE WITH LAWS
- 7.0 GOVERNMENT OF INDIA NOT LIABLE
- 8.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)
- 9.0 LIMITATION OF LIABILITY
- 10.0 **DELETED**
- 11.0 CONTRACT PERFORMANCE GUARANTEE
- 12.0 TAXES, DUTIES AND LEVIES IN INDIA
- 13.0 TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES
- 14.0 SUBSEQUENT LEGISLATION
- 15.0 STATUTORY VARIATION IN TAXES & DUTIES
- 16.0 INCOME TAX & CORPORATE TAX
- 17.0 CUSTOM DUTY
- 18.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS
- 19.0 ISSUE OF ESSENTIALITY CERTIFICATE
- 20.0 IMPORT LICENCE
- 21.0 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS
- 22.0 INTELLECTUAL PROPERTY
- 23.0 FIRM PRICE
- 24.0 WORKS CONTRACT
- 25.0 PROVIDENT FUND ACT
- 26.0 MOBILIZATION ADVANCE
- 27.0 CHANGE ORDERS/ EXTRA WORKS/ DEVIATIONS
- 28.0 CONSTRUCTION RIGHT -OF-USE AND PERMITS
- 29.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION
- 30.0 MECHANISED CONSTRUCTION
- 31.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION
- 32.0 PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER
- 33.0 MEASUREMENT OF WORKS
- 34.0 TERMS OF PAYMENT
- 35.0 REPAIR OF PIPE DEFECTS
- 36.0 ISSUE OF EMPLOYER/CONSULTANT SUPPLIED MATERIAL
- 37.0 LOCATION OF DUMPYARD



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 38.0 STATUTORY APPROVALS
- 39.0 TESTS AND INSPECTION
- 40.0 INSPECTION OF SUPPLY ITEMS
- 41.0 FINAL INSPECTION
- 42.0 COMPENSATION FOR EXTENDED STAY
- 43.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM
- 44.0 TEMPORARY WORKS
- 45.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE
- 46.0 QUALITY ASSURANCE/ QUALITY CONTROL
- 47.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
- 48.0 SITE CLEANING
- 49.0 COMPLETION DOCUMENTS
- 50.0 COORDINATION WITH OTHER AGENCIES
- 51.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's - **DELETED**
- 52.0 UNDERGROUND AND OVERHEAD STRUCTURES
- 53.0 TEST CERTIFICATES
- 54.0 ROYALTY
- 55.0 EXCAVATION BY BLASTING
- 56.0 SITE FACILITIES FOR WORKMEN
- 57.0 EXECUTION OF ELECTRICAL WORKS
- 58.0 HYDROSTATIC TESTING
- 59.0 ARBITRATION
- 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 **DELETED**
- 74.0 VIDEOTAPE
- 75.0 PIPES FOR WELDING QUALIFICATION
- 76.0 SPARES
- 77.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT
- 78.0 INTERMEDIATE CONSTRUCTION MILE STONE



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- 79.0 SINGLE POINT RESPONSIBILITY
- 80.0 BONUS FOR EARLY COMPLETION
- 81.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS
- 82.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER
- 83.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR
- 84.0 SUB-LETTING OF WORKS
- 85.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.
- 86.0 ESIC
- 87.0 WAY BILL / ROAD PERMIT



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

1.0 GENERAL

- 1.1** Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4** Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5** The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6** In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence :
- i) Contract Agreement
 - ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
 - iii) Fax / Letter of Intent / Fax of Acceptance.
 - iv) Schedule of Rates as enclosures to Letter of Acceptance.
 - v) Job / Particular Specifications.
 - vi) Drawings
 - vii) Technical / Material Specifications.
 - viii) Special Conditions of Contract.
 - ix) Instruction to Bidders



Sabarmati Gas Ltd.

(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

The scope of work covered in this Contract will be as described in **Annexure-1 to SCC**, Particular job specifications, Standard Specifications, Schedule of Rates etc. The scope of supply covered in this Contract will be as described in **Annexure-2 to SCC**, Particular Job Specifications, Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in far as the responsibilities of the contractor are concerned and shall include, interalia, 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 tree for any purposes (fuel etc) by workers are strictly prohibited.

4.0 COMPLETION SCHEDULE / COMPLETION PERIOD

- CAGED Crossing – 8 Weeks from the date of intimation / Callout order from SGL.
- UNCAGED Crossing - 6 Weeks from the date of intimation / Callout order from SGL.

4.1 PAYMENT TERMS:

1.	Completion of site development, cleaning and grading of ROU, Trenching / Excavation, Stringing, Bending, field welding, Radiography / NDT clearance, Joint coating, holiday testing, coating repairing, Pulling carrier pipe (MDPE & Steel), TF Welding, End Cap welding in MDPE pipes, providing padding/supports wherever necessary and complete backfilling of trench / pits as per specification, Pre & Post hydro testing of Steel Carrier pipe, Pre & Post Pneumatic testing of MDPE carrier pipes, dewatering & cleaning of pipe, Installation of casing insulators and casing end seals as per standard drawings, fabrication of vents and drain on casing pipe with threaded plugs & proper plugging to fill the petroleum jelly / wax etc, fabrication & installation of Steel pole marker & RCC route markers as per instruction of SGL EIC.	85% Progressively payment to be made
2	Final cleanup and restoration of ROU, line pipe books, completion documents, Submission of As-Built drgs., reconciliation of material, handing over of complete Pipeline system, NOC and refund of security deposit from	15 % of Payment To be Made

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

	the authorities and acceptance of the system by owner.	
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4.2 **CP work:**

- 90% completion of the job with respect to CP pipeline work.
- Successful completion & handling over: 10% after completion of all works.

Any other item not covered above:



- Completion of individual item of work: 90% progressively including supplies as per SOR.
- After successful completion & handling over: 10% after completion of all works.
- Payments shall be released after certifying the Quantities by the TPI Agency / Engineer-in-Charge. Service Tax as per Government of India Rules & Regulations shall be paid extra over & above quoted value. The Quantities mentioned in the SOR are indicative for evaluation purpose. However, Payment shall be made based on actual quantity executed and Certified by Owner/Owner's Representative.
- The rates Quoted shall remain firm during execution of projects till contract period. No escalation shall be given for whatsoever reasons.
- . The Purchaser will verify the invoices, relevant documents, and undisputed payment will be released directly to the Seller within 30 days of receipt of invoice along with all relevant documents Banker's cheque only.
- Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.
- All necessary supporting Documents shall also has to be provided along with Invoices.

4.3 **BASE RATES:**

- 4.3.1 Bidder can quote maximum 10% (+ ve) on base rates however there will be no lower cap (- ve). If quoted higher than 10% (+ ve) on base rates shall not be considered for award.
- 4.3.2 In case there are more than one bidder having quoted same percentage, the successful bidder will be selected considering higher average financial turnover of last three years of the bidder.

4.4 **DEFECT LIABILITY PERIOD:**

- Bidder shall guarantee that material supplied under this Contract is new and free from defects. Comprehensive on – site warranty shall be 12 months from the date of commissioning or 18 months from the date of supply. In case onsite warranty is not being provided, the vendor should arrange pick

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022



up and drop services at places where the vendor's authorized service centers are present. A list of such service centers should be provided statewide. The response and resolution time during warranty period shall not exceed 48 hours. Intervening holidays would not be counted.

4.5 CONTRACT PERFORMANCE BANK GUARANTEE:

- Within 30 days of the receipt of the notification of award (LOI/ Contract) from the OWNER, the successful bidder shall furnish the performance security in accordance with the contract in the form provided in the bid document.
- Contract PBG: The performance security shall be for the amount equal to 10% of the value of Annualized Contract amount with tax towards faithful performance of the contractual obligations and performance of equipment. The Performance Bank Guarantee shall be valid for Three (3) months beyond the expiry of Defect Liability Period/Warranty Period.
- The performance security shall be in the form of either Demand Draft or irrevocable Bank Guarantee and shall be in the currency of the Contract and issued by any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as Scheduled Foreign Bank.
- Failure of the Vendor/ Service provider to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the OWNER may award the order to the next lowest evaluated bidder or call for new bids at its discretion at the risk and cost of the successful bidder

4.6 PRICE REDUCTION SCHEDULE:

- If the contractor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the owner shall, without prejudice to his other remedies under the contract, deduct from the contract price, a sum calculated on the basis of the total contract price, including subsequent modifications.
- In the event the invoice value is not reduced proportionately for the delay, the owner may deduct the amount so payable by the contractor, from any amount falling due to the contractor or by recovery against the performance bank guarantee. Both contractor and owner agree that the above percentages of price

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

reduction are genuine pre-estimates of the loss/damage which the owner would have suffered on account of delay/breach on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the owner in the matter of applicability of price reduction shall be final and binding.

- Any extra expenditure that SGL will have to incur for procurement of the balance material / services through the other supplier on account of higher rates quoted by the supplier will be recovered from the supplier's retention money, pending bills etc. All lots shall be considered separately for applying PRS in case of delay as described above
- For Service: The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the Contract) and the contractor shall pay to the Owner as compensation an amount equal to 0.5 % of the contract amount/ PO amount inclusive of tax for every week that the composite work may remain incomplete as per the time schedule, subject to a maximum compensation of 5 % of the total concluded value after which period action will be taken under the provision of the Contract.
- For Material : In case of delay in completion of supply beyond the stipulated time (for Materials), penalty would be levied @ 1% of total value of the undelivered part per week or part thereof for each extra week taken by the vendor i.e. more than schedule time/period, subject to maximum of 10% of the total value of the undelivered part.

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 Construction" and "Bid document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued/approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the contractor.

5.2 The drawings and documents to be submitted by the Contractor to Employer/Consultant after



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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. SABARMATI GAS 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 construction 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 Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act.
- vi) Apprentices Act.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- vii) Workman's Compensation Act.
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Wild life Act.
- xi) Maritime Act.
- xii) Any other Statute, Act, Law as may be applicable.
- xii) 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, cause of action or thing whatsoever arising of or under this agreement.

8.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES (FOR FOREIGN BIDDER)

8.1 Void

9.0 LIMITATION OF LIABILITY

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 fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.

9.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

10.0 CRITICAL WORKS TO BE CARRIED OUT BY CONSORTIUM LEADER

DELETED

11.0 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 11.1 Please refer clause no. 37 of ITB (Vol I) and clause no. 24.0 of GCC (General Condition of contract).
- 11.2 In addition to clause no.37 of ITB and 24 of GCC 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 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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all subcontractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of GST as applicable.

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 If excise duty 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.

12.4 Bidder shall take care of all applicable taxes & duties while submitting their prices.

12.5 Any errors of interpretation of applicability of taxes/ duties by Bidders shall be to their account.

13.0 **TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES**

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 in force on bid due date or as hereafter imposed, increased or modified, and as are payable by Contractor, his agents, sub-contractor



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 SGL'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 INCOME TAX & CORPORATE TAX

16.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

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

16.3 Works Contract tax/ VAT as may be applicable shall be deducted as per the trade tax act.

17.0 CUSTOM DUTY

DELETED

18.0 CUSTOM DUTY ON CONSTRUCTION EQUIPMENTS

DELETED

19.0 ISSUE OF ESSENTIALITY CERTIFICATE

DELETED

20.0 IMPORT LICENCE

20.1 Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by the Government of



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

India. Employer/Consultant shall not provide import licence.

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, 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 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 themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The Contractor shall

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

furnish along with each running bill, the challan/ receipt for the payment made to the RPFC for the preceding months.

26.0 MOBILIZATION ADVANCE : Void

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 utilised 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 labour, materials and plant used. Whenever any dispute arises as to cost allocation between the Contractor and the Employer/Consultant, the voucher shall nevertheless 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

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 is constituting 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 CONSTRUCTION RIGHT-OF-USE AND PERMITS: IF APPLICABLE

28.1 Company has acquired the ROU free of any encroachments/ temporary/permanent structures under P&MP act in general. Acquiring of ROU means publishing of 3(1) and 6(1) Gazette notification under P&MP act 1962. Contractor shall open the ROU with revenue team of competent authority appointed by SGL and start the construction activities. Opening of ROU to start construction works and related activities, management & maintaining of ROU during entire period of execution through necessary liaison & coordination with local people / Farmers / authorities for ensuring hindrance-free construction works at site shall be the responsibility of contractor. In case any obstruction by landowner(s)/farmers/ villagers or encroachments or structures are encountered during execution, same shall be got removed by the contractor. All costs towards such activities shall be to Contractor's account. Compensations rightfully due and applicable as per provisions of the P&MP act shall be paid by COMPANY.

28.2 For pipeline construction purposes, ROU of varying width shall be made available depending upon site condition. In cross country areas the ROU of 20 m width shall normally be made available to Contractor to the extent feasible. Pipeline shall be laid on one side of boundary of ROU as advised by Engineer-in-Charge. In Forest areas, hilly terrain and congested areas such as built-up areas etc., ROU of 10 m or less shall be available. The pipeline shall be laid at 2 m from the ROU edge in reserve forest areas. All these eventualities shall be taken into account. It shall be Contractor's responsibility to make arrangement for any additional land required for fabrication, construction, storage and all other work areas.

28.3 Contractor shall carry out construction work within the width as made available to him. Where the pipeline route passes through forest/plantation areas contractor shall clear only the minimum width required for laying the pipeline as per Company's approved procedure for pipeline construction. Felling of trees/plants shall be minimized. Damage to any obstruction, temporary/permanent structure, boundary walls etc. within ROU shall be repaired and restored



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

and cost of repairs/restoration shall be to Contractor's account. Contractor shall arrange for additional working space as required for the purpose of pipeline construction at his own cost & time.

- 28.4** The Contractor must ensure that during laying of the pipeline minimum damage occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local Government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.
- 28.5** During pipeline construction, measures shall be adopted in order to minimize the impact of pipeline construction activities on the environment. During ROU clearance, the vegetation shall be cut off at ground level leaving the roots intact. Only stumps and roots directly over the trench shall be removed for pipeline Installation.
- 28.6** In case of any detour from the acquired ROU due to constructability problems or otherwise, contractor may be permitted to do so after approval from CA / Company. All statutory payments shall be paid/ reimbursed by Company. However, such activity shall not affect the construction schedule and overall completion period. In case of local detour due to non availability of Legal ROU, contractor has to negotiate and arrange the ROU for laying of pipe line without affecting the schedule. Compensation payable under P&MP act shall be paid by SGL. All other costs if any shall be to the contractors account. Company shall proceed with regular notifications etc. in due course for the detoured portion.
- 28.7** Clean-up and restoration of ROU and other conveniences like road, rail, canals, cultivable land, water facilities, irrigation facilities, boundary wall/fence etc. to original condition as per specification and drawings to the entire satisfaction of Company and/or Landowner/Cultivator/ Authorities having jurisdiction over the same, including disposal of surplus excavated soil and other construction materials to a location identified by Contractor approved by local authority without causing any disturbance to environment and to the entire satisfaction of Company.
- 28.8** Contractor shall arrange necessary clearance from the concerned authorities/land owners to the effect that ROU/ ROW has been restored back to original condition. Contractor shall carry out joint survey with representative of Competent Authority (CA) and will obtain clearance in writing from CA that ROU has been restored to original condition. Necessary clearance from statutory authority / NOC for restoring the ROU to original condition shall be in Contractor's scope. However, if the owner does not give the NOC, payment may be released to the contractor if the restoration is done physically and to the satisfaction of Owner / Consultant / CA and is certified & accepted by Engineer-in-charge as per the tender specifications. Necessary Proof of restoration i.e. through photographs and video recordings will have to be submitted by the contractor wherever NOC is not available.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

28.9 Local state Government may impose Taxes/ Duties/ royalty etc towards the excavation and filling of earth for the pipe line and terminals works. It is the responsibility of contractor to make such payments without any cost implications to SGL.

28.10 Contractor is required to maintain a hindrance register. All hindrances encountered in the execution needs to be logged in this register and shall be jointly signed.

28.11 The contractor must ensure that during installation of the pipeline minimum damage/disturbance occurs to the land. The land has to be restored to original condition. All construction activities shall be in accordance with the local government regulations and shall be performed by the competent and qualified persons for providing adequate protection to the general public, livestock, wild life, forest, power lines, buildings etc. in the vicinity of the pipeline.

28.12 Company has acquired the ROU free of any encroachments/temporary/permanent structures. However, in case any such encroachments or structures are encountered during execution, the same shall be got removed by the contractor or local detouring of pipeline shall be carried out.

28.13 ROU shall be opened in stretches and may not be continuous. In such an event contractor shall skip the section and jump over to next stretch where ROU is available, without any cost & time implication to the Company.

29.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION



29.1 CONSTRUCTION EQUIPMENT

29.1.1 Bidder shall meet the requirement regarding deployment of minimum construction equipments as specified in the Bidding Document at **Annexure-9 to SCC.** Bidder shall also submit their compliance for deployment of equipments as above along with the bid.

29.1.2 The Employer/Consultant shall not supply any Construction Equipment.

29.2 MANPOWER DEPLOYMENT

29.2.1 Bidder shall meet the requirement regarding deployment of minimum construction manpower as specified in the bidding document at **Annexure-10 to SCC.** Bidder shall also submit their compliance for deployment of manpower along with the bid. Qualification and Experience of

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

key construction personnel shall be as per **Annexure-10A to SCC**.

29.2.2 Schedule of Labour & Equipment Rates

Hiring / Recovery Rate for Deployment of Manpower attached as **Annexure-11 to SCC** shall be used for analyzing rates for extra items and recovery for non- deployment of manpower.

29.2.3 Equipment Hiring / Recovery Rates attached as Annexure-12 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 Employer/Consultant/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,



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 ERECTION OF EQUIPMENTS

31.6.1 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.

31.6.2 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.

31.6.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.

32.0 PRICE ADJUSTMENT DUE TO DELAYED MOBILIZATION OR SHORTFALL IN MOBILISATION OF MINIMUM EQUIPMENT AND MANPOWER

32.1 Contractor shall mobilise and deploy equipments in good working condition as per month wise built-up of equipments indicated in the "Minimum Construction Equipment Deployment Schedule" (MCEDS) enclosed as Annexure-9 to SCC. In case issue of line pipe is later than 75 days from FOA the zero date of MCEDS will be shifted to the extent of deferment of issue of line pipe.

32.2 "In case during execution, adequate front is not available at site, contractor may request for



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

delayed mobilization of certain equipments and submit for approval, the revised equipment built-up schedule, maintaining the total quantum of equipment day/ equipment month to be deployed remain unchanged. In such case, the "Revised Minimum Construction Equipment Deployment Schedule" as recommended by Engineer-in-charge (PMC) and approved by Construction-In-Charge (Sabarmati Gas Limited) shall be applicable".

- 32.3** Contractor shall maintain record of actual mobilization of each equipment and key personnel. Joint record of equipment mobilization will be maintained month-wise. Further a copy of hindrance register for the specified period (RA bill period) duly signed by contractor/SABARMATI GAS / SGL shall be maintained and submitted along with each RA bill.
- 32.4** In case of delay in mobilization or shortfall in mobilization of equipment and key personnel w.r.t. approved MCEDS and Manpower, recovery shall be effected from contractor's running bills as certified by ENGINEER-IN-CHARGE. The recovery shall be for the delayed period / shortfall beyond but not including the permissible mobilization period / month for each such equipment based on the hiring / recovery rates specified elsewhere in the bidding document.
- 32.5** If found necessary, SGL / SABARMATI GAS may deploy any equipment / manpower and recover the amount for such deployment as per rates provided at **Annexure-12 &11 to SCC respectively.**
- 32.6** In case of early mobilization or additional mobilization of equipment as compared to required equipment (based on approved MCEDS) to meet the schedule requirement. Contractor shall not be entitled for any extra claim.
- 32.7** "An equipment and key personnel may be demobilized by the contractor on completion of its work at site after written clearance of Engineer-in-charge. Unilateral withdrawal of any equipment / key personnel by the contractor will attract recovery as per the hiring / recovery rates specified in Annexure-11 & 12 to SCC".
- 32.8** "Deduction under this clause is in addition to PRS applicable pursuant to GCC clause 27.0 and SCC Clause. The provision of GCC clause no. 27.0 shall have no bearing on this clause. The Contractor's maximum liability towards deduction for non-deployment of requisite minimum equipment and manpower shall be limited to 2.5% of contract price".
- 32.9** "In case time extension is granted without application of Price Reduction Schedule (PRS), then amount deducted on account of MCEDS & Manpower will be refunded to the contractor".
- 32.10** NOC from sub-contractor, if any (deployed after getting approval from SGL / PMC) regarding receipt of payment from contractor upto previous month to be submitted alongwith RA Bill.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

32.11 In case of final bill, contractor shall be required to submit NOC from sub-contractor about receipt of full payment from the contractor.

32.12 Base schedule duly signed by Contractor, PMC & SGL shall be submitted within 21 days of Kick off Meeting (KOM).

32.13 Contractor to submit quarterly closure reports jointly signed along with SGL/SABARMATI GAS .

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 to SCC** 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 to SCC**.

35.0 REPAIR OF PIPE DEFECTS

35.1 Immediately prior to aligning pipe for welding, the bevelled ends of each joint of pipe and the area immediately adjacent thereto (at least 25mm from the edge on the inside and outside of the pipe) shall be thoroughly cleaned of paint, rust, mill scale, dirty or other foreign matter by use of power drive wire buffing wheels, disc sanders, or by other methods approved by Employer/Consultant. This shall be done at no extra cost to Employer/Consultant.

35.2 All damaged ends of pipe that are bent, cut or otherwise mutilated to such an extent that in the opinion of the Employer/Consultant, faulty alignment or unacceptable welding would result, shall be repaired or cut-off and rebevelled to the correct angle with a bevelling machine of a type approved by Employer/Consultant. No compensation shall be allowed by reason of such recutting or bevelling, except when required because of the original bevel being damaged before the pipe is "taken over" by Contractor.

35.3 Dents in bevels with a depth of less than 1 mm shall be removed by Contractor during cleaning and grinding, ahead of the welding in the field. Contractor shall rebevel dented bevel ends with a depth between 1 and 3 mm. Dents over 3mm depth shall be repaired by cutting and rebevelling.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

36.0 ISSUE OF EMPLOYER/CONSULTANT SUPPLIED MATERIAL

36.1 The conditions for issue of material and reconciliation refer enclosed **Annexure-8 to SCC**.

36.2 The reconciliation of material shall be applicable only for the material issued by Employer/Consultant as free issue to the contractor.

37.0 LOCATION OF DUMPYARD / WAREHOUSE / STORAGE YARD

37.1 The Dumpyard / Warehouse / Storage Yard is situated at the locations as mentioned in the scope of work.

37.2 The Contractor shall collect the line pipes from the above dump yard(s) and arrange handling of pipes including crane etc. for unloading, transportation of pipes to required location or pipeline ROU shall be the responsibility of contractor.

37.3 Similarly other items issued as Free Issue Material (FIM) shall be collected by the Contractor from Employer/Consultant's designated storage yard(s) 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.

37.4 Contractor shall lift the entire quantity envisaged for the section (inclusive of 10% extra pipe quantity) to cater to the wastage, re-routing etc., encountered during the construction; store it properly in the pipe yard maintained by the contractor.

38.0 STATUTORY APPROVALS

38.1 Employer shall obtain general in-principle permissions from most of the authorities having 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 actuals on production of documentary evidence.

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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.

38.4 Statutory approvals of all type of permanent buildings are to be in the scope of contractor. Detection / intimation of foreign utility and pipelines shall be in the scope of contractor. Necessary safety of such utilities shall be ensured by the contractor during construction.

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 and approved methodology / scheme 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, proforma 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 proforma 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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

42.0 COMPENSATION FOR EXTENDED STAY : NOT APPLICABLE

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 SGL/SABARMATI GAS . The contractors will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractors will submit these data to SGL/SABARMATI GAS 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 Employer/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 upto 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 upto 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



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 recognised 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 construction activities, at all stages of work at site as well as at manufacture's works and dispatch of materials.

46.4 The Employer/Consultant/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 SABARMATI GAS



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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

A) Notwithstanding the provisions contained in standard specification, upon completion of work, the Contractor shall complete all of the related drawings and documents 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 bound set of all original documents as mentioned but not limited to documents listed elsewhere in the bid document.
- (ii) **Three complete bound sets of documents as mentioned at (i) above, in original size and in 3 (three) CD-ROM/DVD.**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- (iii) Three complete bound sets of Contractor's specification including design calculations.
- (iv) Three copies of Daily Progress Reports
- (v) Three sets of all raw data collected / generated for and during execution of the entire job as specified in documents requirement.
- (vi) Three sets of Closure report.**

B) Completion Documents

The following documents shall be submitted in hard binder by the **CONTRACTOR in 3 (Three) 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) Electronic Geometry Piggings results & reports as specified in technical document.
- 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 issue of completion certificate after submission of completion documents 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 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's

DELETED

52.0 UNDERGROUND AND OVERHEAD STRUCTURES

52.1 The information to possible extent regarding existing structures/overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above contractor may



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

Contractor shall also submit the test certificate with every batch of material supplied which will encounter other structure/pipelines/ OFC etc. which may not be appearing on alignment sheet, the contractor is required to collect such information on his own before commencing the work. Contractor must intimate the Local Officer concerned of the utility about the pipeline construction activities and take necessary steps to ensure safety and protection to men, materials and utility provided. 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 recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards.

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 EXCAVATION BY BLASTING

55.1 The Contractor shall obtain licence from the District authorities for undertaking blasting work as well as for obtaining and storing the explosive as per Explosive Rules 1940, corrected up to date. He shall purchase the Explosives, fuses, detonators etc. only from a licensed dealer. He shall be responsible for the safe custody and proper accounting of the explosive materials. The Engineer-in-Charge and his authorised representative shall have the access to check the contractor's store of explosives and his accounts. In case where the explosive are required to be transported and stored at site, relevant clauses of the Explosive rules 1940 as amended subsequently shall apply. The Contractor shall be responsible for any accident to workman, public or property, due to blasting operations.

56.0 SITE FACILITIES FOR WORKMEN

56.1 Following facilities are to be ensured at all work places where workmen are deployed/engaged



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

by Contractor.

- i) Arrangement of first aid
- ii) Arrangement for clean drinking water.
- iii) Toilets
- iv) Canteen where tea & snacks are available
- v) A creche where 10 or more women workmen are having children below the age of 6 years.

57.0 EXECUTION OF ELECTRICAL WORKS

DELETED

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 and should be in such a way affected. Suitable drains shall be provided for this purpose as directed by the Engineer-in-Charge within the contracted prices.

58.2 The Contractor shall propose and obtain approval of Engineer-in-Charge for exact number of test sections, based on drawings, availability of water for hydro testing and keeping in view other exigencies, if any before starting hydro testing work. The Contractor will carryout the hydrostatic test for approved number of test section including preparation for test and tie-ins, without any time and cost implication on this account to Employer/Consultant. Any increase or decrease in number of test sections will not have any cost implication to Owner / Consultant / Contractor.

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/Consultant (SGL) 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.



ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022



- 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 New Delhi, 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 Sabarmati in the State of Gujarat (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 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.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

62.0 COMPENSATION FOR DELAY / PRICE REDUCTION SCHEDULE FOR ANY DELAY

62.1 Clause No: 27.0 of GCC, pertaining to Compensation for Delay (Price Reduction Schedule) stands modified to the following extent:

62.1.1 The contractual completion period is as given in the Invitation for Bids shall be as follows:

1. **CASED Crossing** – 8 Weeks from the date of intimation / Callout order from SGL.
2. **UNCASED Crossing** - 6 Weeks from the date of intimation / Callout order from SGL.

62.1.2 Void

62.1.3 The Price Reduction Schedule under 62.1.1 above shall be applied as under:

“In case of delay in works related to clause 62.1.1, the Price Reduction shall be applied at the rate of ½% of the total contract value per week of delay or part thereof. The total liability of the Contractor to Employer/ Consultant under sub clause no. 62.1.1 on Compensation for Delay/Price Reduction Schedule 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.

The value referred in PRS clause is including taxes and duties reimbursable by SABARMATI GAS.

62.1.4 In case the Contractor achieves the contractual completion period for commissioning of the pipeline, the already deducted amount against deductions on account of MCEDS shall be refunded. However, in case the contractor fails to achieve the contractual completion period for commissioning of the pipeline, the already deducted amount shall not be refunded. 215

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 Fax of Acceptance.



Sabarmati Gas Ltd.

(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 Fax of Acceptance, 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 finalised 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 construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.



216

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 construction.

63.2 Project Review Meetings

275

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 Incharge & 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 SGL/SABARMATI GAS 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 : SGL/SABARMATI GAS Office/ Site at the discretion of Owner/ SABARMATI GAS

63.3 Progress Reporting Proforma

A) Monthly Progress Report

This report shall be submitted on a monthly basis within 10 (ten) calendar days from cut-off date, as agreed upon covering overall scenarios of the work. The report shall include, but not limited to the following :

- a) Brief Introduction of the work.
- b) Activities executed/ achievements during the month.
- c) Schedule versus actual percentage progress and progress curves for Detail Engg. Sub-ordering, Manufacturing/ Delivery, Sub-contracting, Construction, Commissioning and Overall and quantum wise status & purchase orders against



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

schedule.

- d) Area of concern/ problem/ hold-ups, impacts and action plans.
- e) Resources deployment status.
- f) Annexures giving status summary for drawings, MRs, deliveries, sub-contracting and construction.
- g) Procurement status for items to be supplied by Contractor.

B) Weekly Reports

The report will be prepared and submitted by the Contractor on weekly basis and will cover following items :

- a) Activities programmed and completed during the week.
- b) Resource deployed men and machines.
- c) Quantities achieved against target in construction
- d) Record of Mandays lost.
- e) Construction percentage progress schedule and actual.

C) Daily Repots

- a) Activity programme for the day
- b) Progress of the previous day and commutative progress.
- c) Manpower & machinery deployed.



D) Any other additional reports/ information as may be required by E.I.C.

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 construction 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 construction as well as general comments of interest or the progress of various phases of the WORK. The frequency of progress reporting by the CONTRACTOR shall be weekly.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 alongwith schedule of next day to Engineer-in-charge.

63.5 Progress Review Team (PRT) Meeting

Project Progress shall be reviewed by the PRT Team of SGL on regular basis. Contractor shall be liable to submit compliance report(s) within 15 days of PRT review meeting(s).

Contractor is also required to submit quarterly closure report within 15 days (of completion of each quarter).

In event of failure of submission of compliance report and quarterly closure reports by the contractor, EIC reserves the right to take appropriate action.



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 construction 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 mobilisation at site and demobilisation 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 construction 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, levelling the areas for assembly and erection shall also be the responsibility of the Contractor.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

The Contractor shall acquaint himself with access availability, facilities such as railway siding, local labour 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.

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. The contractor shall provide these facilities with in the quoted price.

67.0 Void

68.0 INSURANCE FOR FREE ISSUE MATERIAL : VOID



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

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 : void**
- 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

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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.

- 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 Nationalised Indian Banks.

72.0 SUBMISSION OF COLOURED PHOTOGRAPHS

- 72.1** The Contractor shall shoot, prepare and submission coloured photographs (B5 size) in 2 sets alongwith softcopies to SABARMATI GAS site office along with monthly progress report covering all the activities (minimum 10 nos of photographs covering various phases of each activities) of pipeline constructions highlighting the progress or other areas of work. Similarly photographs for problem areas (as required) should be submitted well in advance with a proposed methodology to execute the works and meet the construction 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



74.0 VIDEOTAPE

VOID

75.0 PIPES FOR WELDING QUALIFICATION (if applicable)

- 75.1** Contractor for the purpose of qualification of welding procedure and for the same pipes issued by Employer/Consultant may be used. However, accounting of such pipes shall be done within the unaccountable wastage and scraps limit as per Annexure-8 to SCC enclosed with the bidding document.
- 75.2** The bare pipes for the purpose as above shall be issued within two week from the date of FOI/FOA. The contractor shall bear all cost towards lifting, carting from issue point to work site/Contractor's store, custody, handling, insurance and levies etc. and return of surplus/scrap materials to employer designated storage point. No separate payment shall be made for such expenditure.

76.0 SPARES

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 lumpsum 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.

77.1 In order to govern welfare and working conditions of labourers 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 INTERMEDIATE CONSTRUCTION MILE STONE

78.1 void

79.0 SINGLE POINT RESPONSIBILITY

79.1 The entire work as per scope of work covered under this contract shall be awarded on single

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

point responsibility basis.

80.0 BONUS FOR EARLY COMPLETION

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

81.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

VOID

82.0 REQUIREMENT OF PAN FOR FOREIGN BIDDER

DELETED

83.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, SGL 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. "



84.0 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."

85.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

85.1 Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/SGL site engineer/DGM/CM will check the measurement as recorded in the Measurement Books/Bills



 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

86.0 Void



87.0 **WAY BILL / ROAD PERMIT:** Shall be issued by SGL only for transportation of free issue material from one state to another.

88.0 LOCAL EMPLOYMENT

88.1 In order to encourage local employment contractor shall endeavour to deploy personnel pass-out from local institutes including execution of non-critical activities through local agencies. However, preference should be given to engage more unskilled manpower resources locally to boost local employment.

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

ANNEXURES TO SCC

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

ANNEXURES TO SCC

CONTENTS

Annexure-1	:	Scope of Work
Annexure-2	:	Scope of Supply
Annexure-3	:	Time Schedule
Annexure-4	:	Measurement Work
Annexure-5	:	Terms of Payment
Annexure-6	:	Specification for Quality Assurance System requirements from Bidders
Annexure-7	:	Specification for Health, Safety and Environment (HSE) Management
Annexure-8	:	Conditions for issue & reconciliation of material
Annexure-9	:	List of minimum no. of major equipments to be deployed by the bidder.
Annexure-10	:	Minimum no. of skilled labour to be deployed
Annexure-11	:	Hiring / Recovery Rate for Deployment of Manpower
Annexure-12	:	Equipment Hiring / Recovery Rate



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**SCOPE OF WORK
(ANNEXURE-1 TO SPECIAL CONDITIONS OF
CONTRACT)**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-1 TO SCC

1.0 **SCOPE OF WORK**

Scope of work shall be as detailed in Job Specification, Technical Specifications, Schedule of Rates & various other parts of this Bidding Document.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**SCOPE OF SUPPLY
(ANNEXURE-2 TO SPECIAL CONDITIONS OF
CONTRACT)**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-2 TO SCC

1.0 SCOPE OF SUPPLY

1.1 Owner's Scope of Supply

Owner's scope of supply shall be as specified in 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. 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.

SGL's designated store and dumpyard for this project shall be located in NORTH GUJARAT

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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**TIME SCHEDULE
(ANNEXURE-3 TO SPECIAL CONDITIONS OF
CONTRACT)**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-3 TO

SCCCOMPLETION SCHEDULE / COMPLETION PERIOD

Name of Work	Completion Schedule / Completion Period me of
<p>Annual Rate Contract (ARC For 2 Years) for Cased & Uncased Crossings of Underground Utilities, Canal, Drain, Railway, Road, Minor River etc through <u>Horizontal Directional Drilling (HDD)</u> Method at various locations in Gandhinagar, Mehsana, Sabarkantha and Patan Districts.</p>	<p>CASED Crossing - 8 Weeks from the date of intimation / Callout order from SGL.</p> <p>UNCASED Crossing - 6 Weeks from the date of intimation / Callout order from SGL.</p>

Notes:

1. The time of completion is applicable for any one part, more than one part or all the parts. The work for each part shall commence concurrently.
2. The time of completion as mentioned above is for total scope of work including closure of contract (work order) as mentioned in the bidding document and includes one month mobilization period.
3. Effective Date shall mean the date on which Contractor's obligations will commence and that will be date of issuance of Fax of Acceptance.
4. The time indicated above is for completing all the works in all respect including idle time preservation of pipeline, if required as per specification, codes, drawings and instruction of Engineer-in-Charge.

(STAMP & SIGNATURE OF BIDDER)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.





Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**MEASUREMENT OF WORK
(ANNEXURE-4 TO SPECIAL CONDITIONS OF
CONTRACT)**

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BFCL)</small>	<p style="text-align: center;">ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

ANNEXURE-4 TO SCC

MEASUREMENT OF WORK

1.0 GENERAL

- 1.1** The mode of measurement shall be as mentioned in relevant standard specification incorporated in the Bidding Document. Any other mode of measurements not covered in above specifications shall be followed in accordance with relevant BIS codes/ Schedule of Rates/ Specifications etc. and/ or as decided by Engineer-in- charge.
- 1.2** Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-charge. Measurement shall be based on “Approved for Construction” 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 tonnes corrected to the nearest Kilogram. Linear measurements shall be in meters corrected to the nearest centimeters.
- 1.5** The weights mentioned in the drawing or shipping list shall be the basis for payment.
If mountings for panels etc. are packed separately, their erection weights shall include all mountings.
- 1.6** Welds, bolts, nuts, washers etc. shall not be measured. Rates for structural steel work shall be deemed to include the same.
- 1.7** No other payment either for temporary works connected with this Contractor for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have been included for in the rates quoted.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

1.8 Measurement will be made for various items under schedule of rates on the following basis as indicated in the unit column.

- i) Weight : MT orKg
- ii) Length : M(Metre)
- iii) Number : No.
- iv) Volume : Cu.M
- v) Area : Sq.M

1.9 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 authorised 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 quintriplicate to the Engineer-in-Charge of the work.

2.0 **PIPING**

2.1 Length of pipes shall be measured along the curvilinear centre of the pipelines laid/ installed and shall include all types of specials, fittings, mitre bends etc. but excluding all types of valves. Length of valves shall be excluded from piping measurement and shall be considered on number basis.

2.2 All Socket weld fittings & hot/cold bends, reducers etc. for size 1½" and below shall be fabricated and erected as per requirements by the contractor at no additional cost and his rates for piping of size 1½" and below shall be inclusive of this work.

2.3 Vents and drains shall be measured from O.D. of pipe lines and shall be paid for at the corresponding unit rates for similar sizes of pipe. Other piping attachment such as couplings, earthing lugs etc. shall be supplied & erected by the contractor within his quoted rates for piping.

2.4 Fabrication of spool pieces for temporary use to aid Contractor's work such as fabrication, erection, flushing and testing of piping etc. shall be done by Contract or as part of piping work and no separate payment shall be made for



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

this.

2.5 In case of branch piping, the measurement shall be made from outer surface of the main line except in case of equal size branches, in which case measurement shall be made from centre line of the branchingheader.

2.6 Erection of Valves

Erection of all types of valves such as gate/ globe / check / plug / needle/ ball / control/ safety valves etc. will be paid on number basis at the rates given separately in the Schedule of Rates. Any dismantling and re-erection of the valves required for the purpose of testing, calibration etc. will be carried out by the contractor within his quoted rates.

2.7 Fabrication of Supports

- Fabrication of all types of pipe supports, provided as per drawings & instructions of the Engineer-in-Charge, will be paid on weight basis. Bolts, nuts and washers including U-bolt will be supplied by contractor. Weight of bolts, nuts and clamps etc. shall not be added to the weight of pipe support for payment purpose.
- Erection of all types of supports, spring supports and turn buckles, including grouting of supports, if required, shall be carried out by the Contractor as part of piping work and no separate payment will be made forit.
- While fabricating the supporting elements, the contractor will ensure that the dimensions shown in the drawings match with site conditions. No payment shall be made for rectification arising out of discrepancies in dimensions of the fabricated items of supporting elements due to site conditions.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- Additional supports as necessary with the site condition shall be fabricated and erected in accordance with the standard engineering practices and instructions of Engineer-in-charge.

3.0 **RADIOGRAPHY/DYE-PENETRANT EXAMINATIONS/MAGNETIC PARTICLE TEST (MPT)**

Payment for radiography shall be made on the basis of circumferential joints for different pipe dia. Repeat radiography due to defective films or on repaired joint due to Contractor's fault or for additional radiography necessitated due to poor performance of Contractor's welder will be done at Contractor's cost.

4.0 **STRUCTURAL STEELWORK**

4.1 Payment for steel work shall be made on basis of admissible weight of the structure accepted, the weight being determined as described below.

4.2 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. The weight of structural material/ Plate shall be calculated wherever necessary on the basis of IS Hand Book. If sections are different from IS sections, then Manufacturer Hand Book shall be referred to.

4.3 Sections built out of plates/structural shall be paid on the actual weight incorporated except for gussets which will be paid on the weight of the smallest rectangle enclosing the shape.

4.4 Gratings shall be paid on the basis of calculated weights as determined from the dimensions given on the design drawings/ bill of materials. Full deduction shall be made for all opening above 300 mm size and skews.

4.5 Welds, bolts, nuts, washers etc. shall not be measured. Rate of structural steel work shall be deemed to include the same.

4.6 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 steelwork.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

5.0 ELECTRICALWORKS

5.1 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.

5.2 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.

6.0 INSTRUMENTATIONWORKS

6.1 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 upto the first block valve of fabricated instrument manifold or upto first tee of instrument manifold for integral type manifolds. All piping / Fittings at the first block valve or the piping / equipment side upto break flange or tubing fittings shall be excluded. Any valve manifold tubing forming part of manifold or drain connection for instruments upto 1.5 metres individually or each drain connection shall be excluded.

6.2 Air lines and any other utility lines will be measured from end to end including valves and pipefittings.

6.3 Copper tube measurement will be taken between the two fittings of the copper tube.

6.4 Direct mounted instrument and instruments mounted on support shall be accounted in terms of the quantity in numbers.

6.5 Muticore cables/multi-tubes will be measured between the junction box and its termination inside the control room



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFLCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

6.6 Two/Three core cables shall be measured between two end terminals.

6.7 No separate payment will be made for receiving, handling and transportation of owner issued materials from owner's 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."

6.8 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."

7.0 PAINTING ON EQUIPMENTS/PIPING/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 PIPING INCLUDING SPECIALS AND FITTINGS

I) Payment will be made on linear measurement in 'Metres' corrected to the nearest centimeter.

II) Piping shall be measured along the centre line through all types of fittings and flanges.

III) Rates for painting of pipes shall be inclusive of painting of all types of pipe supports, flanges, guides, shoes, saddles, clamps, etc. and also all types of fittings except valves (2" and above) which shall be paid separately on number basis.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

IV) There will be no separate measurements of the colour bands/ identification signs (line numbering), flow direction etc. on un insulated piping, the rates of painting of linear length of piping shall be inclusive of cost of such items.

c) PAINTING ON STEELSTRUCTURE

- I) Payment for steel structures shall be made on the basis of admissible weight of structure repainted.
- II) Welds, bolts, nuts, washers etc. shall not be measured and rates for painting of structure shall be inclusive of painting such items.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**TERMS OF PAYMENT
(ANNEXURE-5 TO SPECIAL CONDITIONS OF
CONTRACT)**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-5 TO SCC

1.0 TERMS OF PAYMENT

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made by Owner on the basis of said work completed and certified by the Owner's representative as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoices (As per GST Act/ Law) 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.

➤ **Terms of Payment:**

Pending completion of the whole works, provisional progressive payments for the part of work executed by the contractor shall be made on the basis of said work completed and certified by the SGL/TPI as per the agreed milestone payment schedule and the percentage break-ups given below.

Contractor shall submit his invoice(s) to the Engineer-in-Charge as instructed by SGL. Each invoice will be supported by documentation acceptable to SGL and certified by the SGL/TPI. RA bill payments made by SGL to the contractor within 30days form the receipt of invoice at SGL office.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

1

Completion of site development, cleaning and grading of ROU, Trenching / Excavation, Stringing, Bending, field welding, Radiography / NDT clearance, Joint coating, holiday testing, coating repairing, Pulling carrier pipe (MDPE & Steel), TF Welding, End Cap welding in MDPE pipes, providing padding/supports wherever necessary and complete backfilling of trench / pits as per specification, Pre & Post hydro testing of Steel Carrier pipe, Pre & Post Pneumatic testing of MDPE carrier pipes, dewatering & cleaning of pipe, Installation of casing insulators and casing end seals as per standard drawings, fabrication of vents and drain on casing pipe with threaded plugs & proper plugging to fill the

85%
Progressively

245



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

	petroleum jelly / wax etc, fabrication & installation of Steel pole marker & RCC route markers as per instruction of SGL EIC.	
2	Final cleanup and restoration of ROU, line pipe books, completion documents, Submission of As-Built drgs., reconciliation of material, handing over of complete Pipeline system, NOC from the Authorities, and acceptance of the system by owner.	15%

Running Bill payments as above will be released thru normal banking channels within 45 days of receipt of relevant invoice/documents complete in all respect.

Note:(i) 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.

(ii) Failure of activities i.e.; Pulling, Gauging, Post Hydrotesting etc. shall be responsibility of Contractor and no payment on account the any activity shall be payable to contractor , moreover earlier successive payment made through RA bills shall also be recovered. Loss of free issue material occurred due to failure shall be treated in line with the provision of reconciliation of free issue material.

GST on Free Issue Materials shall be reimbursed at actual by the Employer on submission of Invoices as per GST Act/ Law on the actual amount of Free Issue Material only after completion of lowering activities (i.e. Mainline Works – Pipeline Laying with Associated Works) and erection of Free Issue Material in Terminal / Station.

3.0 Further break-up of Lumpsum Prices, if deemed necessary for any progressive payment of individual item may be mutually arrived at between Engineer-in-Charge and the Contractor.

3.1 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.

3.2 Bills shall be raised by contractor in line with check list attached in Tender document.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**SPECIFICATION FOR
QUALITY ASSURANCE SYSTEM REQUIREMENTS
(Annexure - 6 to SCC)
(For Details – Refer our Technical Specification No.
MEC/S/05/62/66 of the same enclosed in Vol-II of the Tender)**



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

STANDARD SPECIFICATION FOR HEALTH, SAFETY AND ENVIRONMENTAL (HSE) MANAGEMENT AT CONSTRUCTION SITES



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.





Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIAL (ANNEXURE – 8 to SCC)

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	<p style="text-align: center;">ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

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 worksite/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.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 / return of materials:

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)
(a)	Penal rate for return of excess scrap	Issue Rate + 75% or Landed Rate+ 75% (in case issue rate are not indicated in the contract)
(b)	Penal rate for return of excess service able materials	Issue Rate + 50% or Landed Rate+ 50% (in case issue rate are not indicated in the contract)

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TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

NOTE:

- 1) Landed Rate shall be arrived from the latest Purchase Order of respective material received at site by Owner...
- 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 meters 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 2M 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 effected 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 Aluminium 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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

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 LINEPIPES

5.1 All coated 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 authorized 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 coated line pipes, following allowances shall be permitted:



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- | | | |
|----|--|-------|
| 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 actuals 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.

6.0 OPTICAL FIBRECABLE

For the purpose of accounting of optical fibre cable, all cut pieces measuring in length of 40 m and above when returned to Owner's storage points shall be treated as serviceable materials. All cut pieces of cable measuring less than 40 M will be treated as scrap.

For the purpose of accounting of OFC (Optical Fibre Cable) following allowances shall be permitted:

- | | | |
|-------|--|-------|
| (i) | Unaccountable wastage | 0.1% |
| (ii) | Scrap (All cut pieces of cables measuring less than 40M) | 0.25% |
| (iii) | Serviceable material (measuring 40M and above) | 0.25% |

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 the contract.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**MINIMUM NO. OF MAJOR EQUIPMENTS/
MOBILIZATION EQUIPMENT SCHEDULE TO BE
DEPLOYED**
(Annexure- 9 of Special Condition of Contract)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFLCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-9 TO SCC

LIST OF MINIMUM NOS. OF CONSTRUCTION EQUIPMENT TO BE DEPLOYED

Sl. No.	Equipment Description	
1.	JCB Or, Excavator/ Back-Hoe (\geq Hitachi 60 or equivalent)	1
2.	Hydra-(8-10 MT)	2
3.	Diesel Welding Machine	2
4.	DG Set 120 kVA + Stabilizer	As required
5.	Bevelling Machine	1
6.	a) External Clamp ND 8" / 6" / 4"	2 Nos. for each size
7.	External X-ray Unit (Complete)	1
8.	Gamma Ray Unit (Complete)	1
9.	Radiography Film Viewer	1
10.	Sand Blasting Unit (Complete)	1
11.	Air Compressor (Minimum 300 CFM)	1
12.	Holiday Detector	1
13.	Dewatering Pump	1
14.	Water Filling Pump of Adequate Capacity	1
15.	Pressurization Pump – Motorised (Adequate capacity)	1
16.	Complete hydro testing kit (pressure instrument, temperature inst. Etc.)	1



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

17.	Horizontal Augur Boring Machine	1
18.	HDD Machine with adequate pipe pulling capacity alongwith complete accessories/ equipment	2
19.	Pipe Trailers of adequate size	1

Notes:

1. Detail of minimum equipments in good working condition suitable to lay the Pipeline, required to be mobilized by the execution contractor to complete the work within schedule is given above. Bidder is required to augment the above list with additional numbers / categories of equipments as per actual requirement and instruction of Engineer-In-Charge without any additional financial implication to client.
2. Bidder shall replace any defective / damaged equipments promptly to complete the work without any time & cost implication to the client /owner.
3. After completion of certain activities, in case equipments are not required the same can be demobilised with prior approval of Engineer-In-Charge.
4. For all the above listed equipments, bidder is required to give an undertaking for deploying the equipments during execution of the contract.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-9A TO SCC

LIST OF MINIMUM EQUIPMENTS REQUIRED TO BE OWNED BY THE BIDDER

Sl. No	Equipment Description	
		PART A
1.	HDD rig with all equipment and accessories	1

Note:

Bidders who intend to qualify for more than one part shall meet the cumulative requirement for construction equipment specified for individual part(s).

Bidders are required to submit documentary evidence of ownership of the above equipments as indicated below:-

1. The bidder shall submit the certificate from statutory auditor / chartered accountant (for ownership / possession of equipments / vehicles) as per format F-26 enclosed in the Bid Document.
2. The bidder shall submit ownership documents of equipments for SGL Physical verification, with following details not limited to,
 - i. Buyer' Name
 - ii. Model No.
 - iii. Date of Purchase and Year of manufacturing
 - iv. "Fit for Use"

Or

The bidder shall submit copy of the agreement / MOU with other party and submit the copy of documents as specified herein for SGL Physical verification, with following details not limited to,

v. Buyer' Name



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

- vi. Model No.
- vii. Date of Purchase and Year of manufacturing
- viii. "Fit for Use"

The bidder shall submit the undertaking on letterhead assuring the deployment of HDD machine offered in the bid for SGL work as per submitted by bidder.



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

MINIMUM NO. OF SKILLED MANPOWER TO BE



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

DEPLOYED
(Annexure-10 of Special Condition of Contract)



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BFCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE-10 TO SCC

MINIMUM NUMBER OF SKILLED MANPOWER TO BE DEPLOYED

Sl. no.	Description	Part A
1.	Resident Construction Manager	AS REQD
2.	Planning engineer	AS REQD
3.	QA/ QC engineer	AS REQD
4.	Safety officer	AS REQD
5.	Qualified Surveyor	AS REQD
6.	Welding/ NDT engineer	AS REQD
7.	Discipline Engineer's (Civil/ Mech)	AS REQD
8.	Foreman / Supervisor	AS REQD
9.	Civil surveyor / liaison team	AS REQD
10.	Store in-charge	AS REQD
11.	Welder (Manual)	AS REQD
12.	Fitter	AS REQD
13.	Grinder	AS REQD
14.	Machine operator	AS REQD
15.	Blast cleaning crew	AS REQD
16.	Electrician / Machine mechanic	AS REQD
17.	Rigger	AS REQD
18.	Drivers	AS REQD
19.	X-ray / Gamma Ray crew	AS REQD



Sabarmati Gas Ltd.
(A Joint Venture of GSPC and BPCL)

ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.



TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

20.	Hydrotesting crew	AS REQD
21.	Field joint coating crew	AS REQD
22.	Holiday testing crew	AS REQD
23.	HDD crew	1 (Refer Note1)
24.	HDPE Jointing Crew	1
25.	Civil survey crew (with equipment)	1
26.	Unskilled workers	AS REQD

The above proposed list of skilled manpower is the minimum to be deployed by Contractor.

NOTES:-

- (1) HDD equipment and Crew as required shall be deployed based on the SOW finalized and as per instructions of EIC.
- (2) The details of minimum manpower required to be mobilized by the execution contractor to complete the work within schedule is given above and it is not exhaustive. Contractor is required to augment the above list with additional numbers/categories of workmen as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- (3) The Manpower as identified above, should have required qualification and adequate relevant experience.
- (4) These manpower are to be mobilized within 07 days of award of work.



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

**HIRING / RECOVERY RATE FOR DEPLOYMENT OF
MANPOWER
(Annexure-11 of Special Condition of Contract)**



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

ANNEXURE –11 TO

SCCHIRING / 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 prorata basis.

Sl. No.	Classification Personnel	Rates per day of Normal Hours	Rate per hour for OT, Sunday & Holiday
		(in Rs.)	(in Rs.)
1.	Foreman	2475	545
2.	Supervisor	2475	545
3.	Engineer	3300	650
4.	GasCutter	1155	215
5.	Grinder	1155	215
6.	BrickMason	660	150
7.	StoneMason	660	150



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

8.	Structural welder	1650	330
9.	Qualified Arc welder – manual/ semi automatic	1980	330
10.	Qualified Arc welder –automatic	2000	430
11.	Welderhelper	380	150
12.	Pipe Fitter /Bender	825	190
13.	Structural Fitter	660	150
14.	PipelineFitter	990	240
15.	Coater	660	152
16.	Mechanic	660	152
17.	Site Equipment / MachineOperator	660	152
18.	Electrician	825	190
19.	Fabricator	825	190

Sl. No.	Classification Personnel	Rates perdayof NormalHours	Rate per hourfor OT, Sunday &Holiday
		(inRs.)	(inRs.)



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

20.	Carpenter	760	165
21.	Plumber	660	150
22.	Painter	660	150
23.	Cable Jointer	990	240
24.	Instrumentation Technician	990	240
25.	Insulator	570	140
26.	Rigger	570	140
27.	Bhisti (water man)	315	75
28.	Heavy duty driver	910	215
29.	Civil Surveyor	750	130
30.	Document Controller	1000	300
31.	Account Officer	1500	360
32.	Store Keeper / Incharge	1000	300
33.	AUT Interpreter	5000	750
34.	Liasioning Team (2 persons)	2000	430
35.	Light duty driver	660	150
36.	Sand Blaster	735	165
37.	Qualified Surveyor	750	130
38.	Un skilled Worker	380	80
39.	Construction Manager	10000	1000
40.	QA/QC / Safety / Planning / NDT Engineer	5000	750



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

(SIGNATURE OF BIDDER)

NOTES:-

1. Rates are final and Tenderer is to sign only without deviation.
2. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
The recovery rates shall be the rates provided above plus 20% (twenty percent).



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

EQUIPMENT HIRING/RECOVERY RATES (Annexure-12 of Special Condition of Contract)

 Sabarmati Gas Ltd. <small>(A Joint Venture of GSPC and BPCL)</small>	<p style="text-align: center;">ARC for 2 Years carrying out Cased & Uncased Crossings through HDD Method at Various locations in Gandhinagar, Mehsana, Sabarkantha, Aravali and Patan Districts.</p>	 Resonance Energy
TENDER DOCUMENT NO: REPL/SGL/HDD/010/22		Date: 23-12-2022

ANNEXURE-12 TO

SCCEQUIPMENT HIRING/RECOVERY RATES

SL. NO.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &FUEL
1.	Excavator / Back Hoe-Ex 280 / 300 & Above or Equivalent	Rs. 7500
2.	Excavator / Back Hoe-Ex 200 & Above or Equivalent	Rs. 7000
3.	Pipe Layer/Side Boom – 70 T & Above Capacity	Rs. 9500
4.	Pipe Layer/Side Boom – 60 T & Above Capacity	Rs. 8500
5.	Pipe Layer/Side Boom – 40 T & Above Capacity	Rs. 8000
6.	Pipe Bending Machine	Rs. 7000
7.	Dozer with Ripper – D7/D6 or Equivalent	Rs. 4500
8.	DG Welding Machines	Rs. 200
9.	Semi Auto Welding Machines	Rs. 2000
10.	Dozer with Ripper – D8 or Equivalent	Rs. 7500
11.	Hydra (8 – 10 MT)	Rs. 3500
12.	Auto Welding Crew (3 welding machine per crew alongwith two internal clamp)	Rs. 75000
13.	Pipe facing (Bevelling) machine (appropriate size) for Automatic Welding	Rs. 3000
14.	Horizontal Auger Boring Machine with Rock breaking tool	Rs. 3500



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SL. NO.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &FUEL
15.	Pipe Clamp (Pneumatic/Hydraulic) – Internal	Rs. 1000
16.	Tyre Mounted Cranes (75 MT & above)	Rs. 7500
17.	HDD Rig with All Equipments & Accessories (Cap. 150 T and above)	Rs. 50000
18.	X-Ray M/C – Internal Crawler	Rs. 2500
19.	X-Ray M/C – External	Rs. 1800
20.	Gamma Source	Rs. 600
21.	Water Lifting Pump (400 m ³ /hr. & above)	Rs. 850
22.	Filling Pumps (400 TO 1000 M ³ /HR)	Rs. 900
23.	Pressurization Pump – Motorized	Rs. 3000
24.	AUT with operators	Rs. 15000
25.	Induction/Resistance Heating Equipment or LPG Multi Torch.	Rs. 3000
26.	Air Compressor – (300CFM)	Rs. 2000
27.	Air Compressor – (450/600/800 CFM)	Rs.2500
28.	Air Compressor – (1000-1500 CFM)	Rs. 2800
29.	D.G. Sets : 62.5 KVA to 200 KVA (inclusive of generators)	Rs. 3000
30.	Blast Cleaning Machine	Rs. 200
31.	Pipe Trailers (FB / Semi Low Bed)	Rs. 3500



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TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SL. NO.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &FUEL
32.	Mono drill crawler mounted	Rs. 3000
33.	Hand drill(pneumatic)for rock blasting	Rs. 2000
34.	Rock breaker attachment	Rs. 3000
35.	Dozing Pump	Rs. 250
36.	Bevel Cutting Machine –Manual	Rs. 600
37.	UT Machine with operator	Rs. 500
38.	Dewatering Pump	Rs. 800
39.	Holiday Detector Unit	Rs. 400
40.	Dead WT Tester	Rs. 200
41.	Dumper / Tippers	Rs. 1500
42.	Pipe locator	Rs. 500
43.	Pipe Clamp – External	Rs. 500
44.	Cable Cranes	Rs.8000
45.	Pipe Trailer for Coated Line Pipe	Rs. 3000
46.	Rock Breaking Machine with Excavator	Rs. 5600/-
47.	Tyre Mounted Cranes (10 - 30 MT)	Rs. 4500/-
48.	Grinding machine	Rs.200/-
49.	Gas cutting set with cylinders	Rs.350/-
50.	Trucks with driver	Rs.2000/-



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Resonance Energy

TENDER DOCUMENT NO:
REPL/SGL/HDD/010/22

Date: 23-12-2022

SL. NO.	DESCRIPTION OF EQUIPMENT	HIRING/RECOVERY RATES(IN INR) PER DAY(MINIMUM 8 HOURS) INCLUDING CONSUMABLES &FUEL
51.	Car/Jeep with driver	Rs.800/-
52.	Tractor with trolley	Rs.600/-
53.	Tripod with 5 Tons Chain Pulley Block	Rs.300/-
54.	Pneumatic Drill (Tractor mounted for blasting) with Compressor	Rs. 3500/-

NOTES:-

1. In case of foreign bidder, conversion rate applicable on one day prior to price bid opening date published by the State Bank of India will be considered.
2. Rates are inclusive of operators / drivers and POL.
3. Rates are inclusive of contractor's overheads &profit.
4. The recovery rates shall be the rates provided above plus 20% (twenty percent).

SIGNATURE OF THEBIDDER: _____

NAME OF THEBIDDER: _____