

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE FOR CUGL GA'S IN KANPUR, UNNAO, BARELLY AND JHANSI IN THE STATE OF UTTAR PRADESH

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CENTRAL UP GAS LIMITED (CUGL)
KANPUR | INDIA

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CENTRAL U.P. GAS LIMITED

NOTICE INVITING TENDER (OPEN DOMESTIC COMPETITIVE BIDDING)

Central U.P. Gas Ltd (CUGL) invites bids from eligible bidders for the Procurement of 3LPE Coated Carbon Steel Line pipe. For details, refer the tender document available on CUGL's & Tractebel Engineering Pvt. Ltd. websites www.cugl.co.in & www.tractebelindia.com

Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the website www.cugl.co.in & www.tractebelindia.com only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated.

Published in newspaper on 08.01.2021

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CENTRAL UP GAS LIMITED (CUGL)**CITY GAS DISTRIBUTION PROJECT****SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE**

TENDER DOCUMENT NO. P.014714 G11031 R004

(VOLUME I OF II)

1	08.01.2021	Client comment incorporated & issued for procurement	Surbhi Kapoor	Sunil Gupta	Nitish Nandi
0	04.01.2021	Issued for approval	Surbhi Kapoor	Sunil Gupta	Nitish Nandi
Rev	Date	Subject of Revision	Prepared	Checked	Approved

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**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE

SECTION - I

INVITATION FOR BIDS (IFB)

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**OPEN DOMESTIC COMPETITIVE BID
INVITATION FOR BIDS
FOR
SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE**

1.0 INTRODUCTION

Central UP Gas Ltd. (CUGL), a joint venture between India's two Navratna companies, GAIL (India) Limited and Bharat Petroleum Corporation Limited came into existence on 25th February 2005. CUGL was constituted for developing City Gas Distribution project in the State of UP.

Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is in the process of increasing its compression capacity for CNG distribution in these cities.

TRACTEBEL ENGINEERING pvt. ltd. (Tractebel) has been appointed as the Project Management Consultant (hereinafter referred as Consultant), by CUGL for providing Design, Engineering & PMC services for aforementioned project.

2.0 BRIEF DESCRIPTION OF PROJECT

2.1 CUGL intends to extend the CNG facility by increasing the number of CNG stations & upgrading existing CNG stations to ensure uninterrupted supply of natural gas to automobile consumers in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is also developing CGD network in these cities to cater the requirement of Domestic, Commercial and Industrial consumers.

2.2 Tractebel on behalf of CUGL invites bids through single stage two envelopes system from eligible bidders for **Supply of 3LPE Coated Carbon Steel Line Pipe** as per details furnished in bid document.

3.0 BRIEF SCOPE OF WORK

3.1 The Scope includes Manufacture, Inspection, Testing, Supply & Transportation including Insurance, custom clearance if applicable, Unloading & Stacking of **CS Line Pipes confirming to API 5 L Grade X-42, PSL -2, ERW/Seamless with 3LPE Coating – 32500 Meters** meeting other technical requirements as specified in bid document including preparation and submission of documents (as per MR), getting approvals from Purchaser/ Consultant, Procurement of raw materials, Manufacturing, Testing & Inspection, Packing & Forwarding, Transportation, Unloading and Stacking at CUGL Site / store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP as per the tender terms & conditions.

Note:

1. Bidder must quote for complete quantity and scope of work. Bid submitted for part scope shall be considered as non-responsive and liable to be rejected.
2. The quantities mentioned above are indicative and are for evaluation purpose only. CUGL reserves the right to change the quantity of any or all items before issue of order.
3. Quantity tolerance will be plus zero & minus one length for completing the quantities. Payment will be made for actual quantities supplied. Payment for extra quantities beyond tender quantities will not be made by CUGL.

3.2 For detailed technical specifications, technical volume II of II to be referred.

4.0 TYPE AND DURATION OF CONTRACT

4.1 It is rate contract. Rates will be firm and fixed during the contract period, except as defined in tender document, as described below. The entire supply shall be completed as per the instruction of the Purchaser.

4.2 The duration of contract shall be Two (02) years from the date of issuance of LOA/NOTIFICATION OF AWARD.

5.0 DELIVERY SCHEDULE

5.1 The supply of coated line pipes shall be completed in lots on FOT CUGL Site / store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. Coated line pipes shall be supplied as per schedule given below,

Sr. No.	Description	Quantity (in Nos.)	Delivery Period for 1 st lot - Within 20 weeks on FOT Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi cities from date of LOA	Delivery Period for subsequent lots - Within 20 weeks on FOT Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi cities from date of intimation from CUGL
			1st Lot	Subsequent Lot (Minimum Qty.)
1	Manufacture, Inspection, Testing, Supply, Transportation, Unloading and stacking of CS Line Pipes confirming to API 5 L grade X-42 PSL -2, ERW/Seamless with 3LPE Coating, 6" x 6.4 mm thick	32500	10000	7000

Note:

- Above quantities in lots are indicative and will be decided by CUGL at the time of placement of LOA / NOTIFICATION OF AWARD or subsequent intimation. Any change in quantity of a lot will be intimated to the supplier well in advance of the scheduled delivery date.
- Location wise schedule will be given at the time of Dispatch Clearance.

6.0 BID EVALUATION CRITERIA

6.1 Technical

6.1.1 The bidder must be a regular manufacturer of Carbon Steel line pipe having facilities for manufacturing, fabrication, testing, and quality assurance conforming to API 5L, for the sizes and the process (ERW Seamless). The bidder must have valid license to use API 5L monogram on line pipe with product specification level for the proposed pipeline mills for the sizes for which they have quoted.

6.1.2 The bidder must have manufactured and supplied carbon steel line pipe in India as per API 5L in single order for following minimum quantity for hydrocarbon application in last 7 years reckoned from the date of bid submission:

Size	Length in Meters	Grade
6" or above and thickness 6.4 mm or higher	8125	API 5 L grade X-42 or above grade, PSL -2, ERW/Seamless with 3LPE Coating

6.1.3 Criteria for Coating Work:

6.1.3.1 Bidder shall have the coating facility and should have completed during last seven (7) years from proposed facility three layers PE external coating for 8125 Mtrs. of 6" or above size and thickness 6.4 mm or higher line pipe in single order and must submit the document confirming the same.

- 6.1.3.2 In case bidder does not qualify the criteria defined at clause 6.1.3.1 above, the coating work can be outsourced to a coating plant which meets the specified qualification criteria of coating facility indicated at clause 6.1.3.1 above. In such case the documents of the outsourced plant confirming the above criteria will have to be submitted.
- 6.1.3.3 In case bidder does not have facility for 3LPE coating at their works and outsourcing the 3LPE coating from any of the coating vender provided they meet the qualification criteria specified for coating works. However, the responsibility of dispatching the bare pipe to coating works and thereafter delivery from coating works to owner site shall be the responsibility of the bidder. (Bare Pipe Manufacturer).
- 6.2 Financial
- 6.2.1 Turnover
- The minimum Annual Turnover achieved by the bidder as per their audited financial statements of any one of the three (03) preceding financial years should be **Rs. 2.70 Crores**.
- 6.2.2 Net Worth
- Net worth of the bidder shall be positive as per audited financial statements of immediate preceding financial year.
- 6.2.3 Working Capital
- The working capital of the bidder should be minimum **Rs. 53.90 Lakhs** as per audited annual financial statement of the immediate preceding financial year.
- (If the bidder's working capital is negative or inadequate, the bidder should submit a letter from the Bidder's bank (as per Format F - 15 attached with section V (Forms & Format) of the tender) having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit at least for the working capital amount mentioned herein above.)
- Note: Documents Required for meeting BEC**
- Purchase order (s)/ Work Order (s)
 - Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ Consultant or their authorized representative/ copy of invoices for relevant orders.
 - Annual audited reports complete in all respect of last three financial years.
- 6.3 In case, the tenders having the bid closing date up to 31st December of the relevant financial year and audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the 3 (three) years immediately prior to that year. Wherever the bid closing date is after 31st December of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 (three) preceding financial years.
- 6.4 For the bidders whose financial year is a calendar year, for such bidders the audited financial results for the preceding calendar years shall be applicable.
- 6.5 Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for preceding three audited financial years in support of the above. In absence of requisite documents, Purchaser reserves the right to reject the bid without making any reference to the bidder.
- 6.6 It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by them shall be liable for rejection.
- 6.7 CUGL / Tractebel decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- 6.8 Bidders to ensure that all pages of bid offer should be signed and stamped by the bidder.
- 6.9 **EVALUATION METHODOLOGY**
- Bid offer shall be evaluated based on BEC criteria & other techno-commercial terms & conditions mentioned in tender document, for their techno-commercial acceptance and the price bid of all techno-commercially acceptable bidders will be opened in presence of bidders representatives at pre intimated specified date and time. The Price bid will be duly evaluated after consideration of all applicable Taxes & Duties. The order shall be awarded to the techno commercially qualified Lowest evaluated bidder.

7.0 BID VALIDITY

7.1 Bid should be valid for four (4) months from the date of scheduled bid submission.

8.0 DETAILS OF BID DOCUMENTS

8.1	Type of Enquiry	Open Domestic Competitive Bidding Basis
8.2	Tender Document Number Date of Issue	P.014714 G11031 R004 08.01.2021
8.3	Bid document fee (Non-refundable)	Not Applicable
8.4	Pre bid meeting through VC	15.01.2021 at 1500 HRS IST
8.5	Bid Submission due date and time at Tractebel office, Gurgaon	29.01.2021 till 1500 HRS. IST
8.6	Un-Priced bid opening date and time at Tractebel office, Gurgaon	29.01.2021 at 1530 HRS. IST
8.7	Place of Bid Submission	The Project Manager, Tractebel Engineering Private Limited Intec House, 37, Institutional Area, Sector – 44, Gurgaon 122002, Haryana, India. Telephone: +91 (0124) 469 8500/ +91 (0124) 469 8586 Email: nitish.nandi@tractebel.engie.com/ sunil.gupta@tractebel.engie.com / surbhi.kapoor@tractebel.engie.com

The entire tender document has been web hosted at www.cugl.co.in and www.tractebelindia.com websites for the view/ participation of the eligible bidders. Bidder meeting the Bid Evaluation Criteria and intends to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified.

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

Un-priced bid must be completed with all technical details alongwith all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 18.1.1 of ITB.

PART-II (PRICED BID)

Priced bid shall contain only the prices without any conditions as per clause no. 18.1.2 of ITB

9.0 BID SECURITY

9.1 All bids must be accompanied by a bid security amount of **Rs. 10,78,000.00** (Rupees Ten Lakhs Seventy Eight Thousand Only).

9.2 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' [in favor of Central UP Gas Limited, payable at Kanpur] or 'Banker's Cheque' or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

9.3 Bidders registered with NSIC or District Industries Center (DIC) as Small/Micro Category Enterprises, are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

In addition to the above, bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

The documentary evidence/certificate in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

10.0 PRE-BID MEETING

- 10.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting through VC.
- 10.2 Bidder(s) queries if any, must reach Owner/ Consultant office at least two days prior to pre-bid meeting date.
- 10.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

11.0 ZERO DEVIATION BIDS

- 11.1 This is a ZERO deviation bidding process. Bidder is to ensure compliance of all provisions of the bidding document and submit their bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

12.0 GENERAL

- 12.1 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- 12.2 CUGL/ Tractebel will not be responsible for cost incurred in preparation and delivery of bids, regardless of the conduct or outcome of the bidding process.
- 12.3 Bidder should not be under liquidation, court receivership or similar proceedings.
- 12.4 Bidders shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices.
- 12.5 Bids sent through Fax/ E-mail/ Computer floppy/ disc/ pen drive etc. shall not be accepted
- 12.6 Bid document is non-transferable.
- 12.7 Bidder shall submit the declaration that it has not been convicted by any court of law in last 5 years reckoned from bid due date.
- 12.8 CUGL/ Tractebel reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.9 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information
- 12.10 No extension in the bid due date/ time shall be considered on the account of delay in receipt of any document.

For & On Behalf of Central UP Gas Ltd.

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**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

1.0 SCOPE OF BID

- 1.1 The Purchaser/ Owner/ CUGL as defined in the General Conditions of Contract; hereinafter “the Purchaser” invites sealed bids for **Supply of 3LPE Coated Carbon Steel Line Pipe** as mentioned in the tender document.
- 1.2 The bidding document specifies the scope of supply, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 The successful Bidder will be expected to complete the Scope of supply within the period stated in clause no. 4 of Section I (IFB) of this document.
- 1.5 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.

2.0 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 Bid Evaluation Criteria specified in Invitation for Bids (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid Evaluation 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.
- 2.2 The invitation of bid is open to any bidder who meets the BEC.
- 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 period of which the works form a part, or
 - ii) That has been hired by the Purchaser as Engineer/ Consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by Purchaser for corrupt or fraudulent practices as defined in ITB clause no. 36.
- 2.5 The Bidder is not put on ‘Holiday’ by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
- 2.6 While evaluating the bids, pursuant to bid evaluation criteria (BEC) as specified in the 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 bidder.
- 2.7 Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

3.0 ONE BID PER BIDDER

- 3.1 A Bidder shall submit only one bid. 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.

4.0 COST OF BIDDING

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

5.0 SITE VISIT

- 5.1 Deleted

BIDDING DOCUMENTS

6.0 CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents hosted on CUGL & Tractebel websites are stated below and should be read in conjunction with any addenda/ corrigenda issued in accordance with clause no. 7 of ITB.

- 6.2 Volume I of II : Commercial Section consisting of:

Section-I : Invitation for Bids (IFB)

Section-II : Instructions to Bidders (ITB)

Section-III : General Conditions of Contracts (GCC)

Section-IV : Special Conditions of Contracts (SCC)

Section-V : Forms and Formats

Section-VI : Schedule of Rates (SOR)

Volume II of II : Technical Section (Material Requisition, Documents, Technical specifications, Drawings etc.)

- 6.3 The Bidder is expected to examine all sections of bid document containing instructions, forms and formats, terms, specifications etc. in the bid document. 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 Bid Documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7.0 CLARIFICATION ON BID DOCUMENTS

- 7.0 A prospective Bidder requiring any clarification of the bid documents may notify the Purchaser and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Purchaser / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Purchaser's/ Consultant's response (including an explanation of the query but without identifying the source of inquiry) will be hosted on website <http://www.tractebelindia.com> and www.cugl.co.in, before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

8.0 AMENDMENT OF BID DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.
- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the website as mentioned in clause-7.0 above, before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ purchased the tender document shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.

- 8.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Purchaser/ Consultant, at its discretion, may extend the deadline for the submission of bids.
- 8.4 All the bidders are advised to visit CUGL & Tractebel's websites from time to time to get updated information/ documents.

PREPARATION OF BIDS

9.0 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 Purchaser 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 Bidder's country shall be submitted by the Bidder along with bid.

10.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following documents:

- 10.1 Part-I: Techno-commercial/ Un-priced Bid
- 10.1.1 Techno-commercial/ Un-priced Bid shall contain the following:
- 10.1.1.1 Covering letter
- 10.1.1.2 Bidder's General information as per format F-1.
- 10.1.1.3 Bid Form as per format F-2.
- 10.1.1.4 Documents as list of enclosure Format F-3.
- 10.1.1.5 Copy of SOR (Schedule of Rates) with prices blanked out mentioning "Quoted/Not Quoted" against each item along with other details like rate of taxes and duties, etc. considered.
- 10.1.1.6 Bid Security in accordance with clause no. 14 of ITB and as per Format F-4.
- 10.1.1.7 Letter of authority in favour of any one or two (max. three) of Bidder's executives having authority to attend the un-priced and price bid opening as per format F-5.
- 10.1.1.8 Confirmation of no deviation as per Format F-6.
- 10.1.1.9 Declaration regarding holiday/banning and liquidation, court receivership as per Format F -7
- 10.1.1.10 Certificate as per Format F-8 for confirming the Government of India is not party of Agreement.
- 10.1.1.11 Details of similar work done during last five (5) years as per Format F-8.
- 10.1.1.12 Duly signed and stamped Format F-9 pertaining to Performa for Bank Guarantee for contract performance Guarantee.
- 10.1.1.13 Agreed Terms & Conditions as per Format F-10
- 10.1.1.14 Undertaking on letterhead as per Format F-12.
- 10.1.1.15 Bidder experience as per Format F-13
- 10.1.1.16 Check List as per Format F-14
- 10.1.1.17 Certificate for Financial capability of the bidder as per Form F-16
- 10.1.1.18 Document establishing the Qualification pursuant to clauses of IFB.
- 10.1.1.19 Any other information/ details required as per Bidding Documents.

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

10.2 Part – II: Price Bid

10.2.1 Bidder shall submit Schedule of Rates duly filled- in strictly as per format without altering the content of it.

11.0 BID PRICES

11.1 The bidder shall quote bid Prices on the appropriate format for “Schedule of Rates” enclosed as part of Bid Document.

11.2 Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will not be subject to any variation except statutory variation pursuant to relevant provisions in clause 11.6.5 of ITB.

Within the contractual delivery period for supply / Contract period for services, if any new taxes and or duties come into force from the Central/ State Government Authority, the same will be reimbursed by Purchaser against documentary evidence to the bidder after ascertaining its applicability. However, in case of delay in delivery, if any, new taxes and/ or duties come into force from Central/State Government Authority, the same shall be to seller’s account.

11.3 The bidder shall quote the price for items in the Schedule of Rates after careful analysis of cost involved for the performance of complete work considering all parts of the Bidding Documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, scope of supply, specifications, standards, drawings, GCC, SCC or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

11.4 Quoted price shall include all costs as well as taxes & duties including custom duty paid or payable on components and raw materials incorporated or to be incorporated in the finished goods. No variation will be entertained by CUGL.

11.5 Bidder shall make available GST input credit (as per GST rules) to Purchaser and in case of failure, amount of tax shall be deducted from bills of supplier.

11.6 Bidders shall indicate the following as per Schedule of Rates:

11.6.1 Unit FOT Dispatch point price including packing & forwarding but excluding taxes and duties on finished goods. The prices shall also be inclusive of all costs as well as duties and taxes including custom duty paid or payable on components, raw materials, bought out materials and consumables incorporated or to be incorporated in the goods.

11.6.2 Goods & Service Tax (GST) which will be payable on the finished goods, if this contract is awarded.

11.6.3 Unit Transportation Charges of Line Pipe from bidders works to respective location including Freight Charges, insurance, handling, unloading, Stacking and any other incidental expenses for delivery at Client's store /site located in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. Bidder to quote single unit transportation charges for delivery of line pipe at any city.

11.6.4 GST applicable on Transportation charges.

11.6.5 The bidder shall indicate the following separately:

Goods & Service Tax (rates and amount) which will be payable on the finished goods and Transportation charges, if this contract is awarded. The statutory variation in GST, if applicable, within the contractual delivery period shall be to Purchaser’s account against submission of the documentary evidence. However, any increase in the rate of these taxes beyond the contractual completion period shall be to bidder’s account. Any decrease in the rate of taxes shall be passed on to the Purchaser.

12.0 BID CURRENCY

12.1 Bidders to submit bid in Indian Rupees only.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 The bid shall remain valid for acceptance for four (4) months from the bid due date. Bid valid for a shorter period is liable to be rejected being non-responsive.

- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser/ Consultant may request the Bidder to extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (sent by fax/ post/ e-mail). A Bidder may refuse the request without forfeiture of his bid security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security (without any additional cost to Purchaser) for the period of bid validity extension and in accordance with ITB clause 14.0 in all respects.

14.0 BID SECURITY

- 14.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.
- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.
- 14.3 The bid security shall be in the form of Demand Draft/ Banker's Cheque in favour of M/s Central UP Gas Ltd. payable at Kanpur (issued by Indian Nationalized / Scheduled bank) or in the form of an irrevocable Bank Guarantee in favor of Central UP Gas Ltd. as per Format F-4.
- CUGL shall not be liable to any bank charges, commission or interest on the amount of bid security.
- In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian nationalized bank or a scheduled Indian bank, in the form provided in the bid documents.
- 14.4 Any bid not accompanied with bid security in accordance with clause 14.1 and 14.3 as on or before bid due date and time shall be rejected by CUGL as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by CUGL pursuant to clause 13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 33 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 34 of ITB.
- 14.7 The bid security may be forfeited:
- i. If a bidder withdraws its bid during the period of Bid validity.
 - ii. In case of a successful bidder, if the bidder fails:
 - a) to accept the award in accordance with clause 33 of ITB. OR
 - b) to accept the arithmetic corrections pursuant to clause 27 of ITB.

And or

 - c) to furnish the performance guarantee in accordance with Clause 34 of ITB .
 - iii. Fails to accept any other conditions specifically mentioned in tender document.
- 14.8 Bid Security should be in favour of Central UP Gas Limited. Bid Security must indicate the Bid Document number and the item for which the Bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Irrevocable Bank Guarantee shall be in the Format F-4, provided in the Bidding Document.
- 14.9 The bid security shall be valid for two (2) months beyond the validity of the bid as specified in Clause no. 13 of ITB i.e. 4 months beyond deadline for bid submission.
- 14.10 Bidders registered with NSIC or District Industries Center (DIC) as Small/Micro Category Enterprises, are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.
- In addition to the above, bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act.. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.
- The documentary evidence/certificate in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC

registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate

15.0 PRE-BID MEETING

- 15.1 The bidder(s) or his designated representatives are invited to attend a pre-bid meeting which will be conducted through VC on the date & time mentioned in ITB.
- 15.2 The purpose of the meeting will be to clarify issues related to the tender on any matter that may be raised at that stage.
- 15.3 A prospective bidder requiring any clarification of the Bidding Documents may notify CUGL/ Tractebel in writing / e-mail / post at Tractebel's mailing address indicated in the Invitation for Bids. It may not be practicable at the meeting to answer queries received late, but queries and responses/ clarifications will be transmitted in accordance with the following sub clauses.
- 15.4 Tractebel will respond in writing to any request for clarification of the Bidding documents, which it receives at least 02 (two) working days before the Pre-Bid meeting date. Written copies of CUGL/ Tractebel response (including an explanation of the query but without identifying the source of the query) will be hosted on the websites as mentioned in clause-7.0 of ITB before the bid due date.
- 15.5 Any addendum/ corrigendum/ clarifications to the bidders' query thus issued shall be part of the Bidding Documents pursuant to ITB Clause-6 and shall be hosted on the websites as defined in clause 6.0 above and will be informed to bidders as per clause-8.2 above.
- 15.6 Non-attendance of the pre-bid meeting will not be a cause for disqualification of the bidder.

16.0 FORMAT AND SIGNING OF BID

- 16.1 The Bidder shall prepare one original of the document comprising the bid as per ITB clause no. 10 marked "ORIGINAL". In addition, the bidder shall submit one copy of the original bid marked "COPY". In the event of any discrepancy between the original & the copy, the one marked as original shall govern.
- 16.2 The original and the copy of the bid shall be typed or written in indelible ink. Each page of the bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.
- 16.3 Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as a correction and may lead to rejection of the bid. A correction shall be considered if a part of the text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having a proper link to the place of correction.

17.0 ZERO DEVIATION

- 17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Purchaser will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, 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.
- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post-bid reference to the bidder:
 - i. Firm prices
 - ii. Earnest money deposit (EMD) / Bid Security
 - iii. Bid Document Fee (Deleted)
 - iv. Scope of work
 - v. Specifications
 - vi. Price schedule/ Schedule of Rates
 - vii. Contract Period / Delivery schedule.
 - viii. Period of validity of bid

- ix. Price Reduction Schedule (PRS).
- x. Performance Bank Guarantee (PBG) / Security Deposit.
- xi. Guarantee
- xii. Arbitration / Resolution of dispute
- xiii. Force Majeure.
- xiv. Applicable laws
- xv. Non quoting of Guaranteed Parameters
- xvi. Payment Terms
- xvii. Any other condition specifically mentioned in the tender documents elsewhere that non- compliance of the clause lead to rejection of the bid.

SUBMISSION OF BIDS

18.0 SEALING AND MARKING OF BIDS

18.1 Bids prepared as per ITB clause 10 above shall be sealed, marked & submitted in the following manner in separate envelopes duly superscribed as below:

18.1.1 Part-I – Techno-Commercial / un-priced bid shall contain one original and one copy.

Envelope I: Superscribing “Techno-Commercial Un-priced Bid” -- “(Item / package name)”

Original of Techno-commercial Un-priced Bid and the envelope containing Original Bid Security shall be sealed in one separate envelope superscribing “Techno-commercial Un-priced Bid – “(Item / package name)” (Tender Document No. .)” “Original”. Copy of Techno-Commercial Un-priced Bid along with envelope containing copy of Bid Security shall be sealed in separate envelopes superscribing “Techno-commercial Un-priced Bid- “(Item/ package name)”” “Copy”. All these envelopes shall be sealed in one separate envelope super scribing “Techno – commercial Un-priced Bid containing original + 1 copy – “(Item / package name)” (Tender Document No.....)

18.1.2 Part-II – Price Bid shall contain one original and one copy

Envelope II: Superscribing “Price Bid – Not to Open with Techno – Commercial Un-priced Bid”

Shall contain one original and one copy of Schedule of Rates in separate sealed envelopes duly signed and stamped on each page superscribing on the sealed envelope “Price Bid – (Item / package name)” “Do Not Open”.

18.2 The Bidder shall seal the original and copy of Un-priced & Priced bid in separate envelopes, duly marking the envelopes as “Un-priced Bid” and “Price Bid.” All the envelopes shall then be sealed in an outer envelope.

18.3 The inner and outer envelopes shall:

- (a) Be addressed to The Project Manager, Tractebel Engineering Pvt. Ltd. & submitted at the address given below before due date & time:

THE PROJECT MANAGER,
Tractebel Engineering Pvt. Ltd.

Intec House,

37, Institutional Area, Sector – 44,

Gurgaon- 122 002,

Haryana

Telephone : +91 (0124) 469 8500

Fax no. : +91 (0124) 469 8586

Email : Nitish.nandi@tractebel.engie.com/Sunil.gupta@tractebel.engie.com/
surbhi.kapoor@tractebel.engie.com

Bear the Project name, Tender no. and a statement: “DO NOT OPEN BEFORE,” to be completed with the deadline for submission of bids as specified in the Tender.

18.4 Each of the envelopes shall have the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”

18.5 If the outer envelope is not sealed and marked as required by ITB, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening and its consequential rejection.

19.0 DEADLINE FOR SUBMISSION OF BID

19.1 Bids must be received by the Consultant at the address specified above, not later than the time and date specified in the tender documents.

19.2 The Purchaser/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20.0 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

20.1 Any bid received by the Consultant after the deadline for submission of bids prescribed by the Consultant, will be rejected and returned unopened to the Bidder.

20.2 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.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

21.1 The Bidder may modify or withdraw its bid after the bid’s submission (but before the deadline for submission of bids), provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the PURCHASER/ Consultant prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB. A withdrawal notice may also be sent by electronic mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid shall be modified after the deadline for submission of bids.

21.4 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

BID OPENING AND EVALUATION

22.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

22.1 Un-priced Techno-Commercial Bid Opening

22.2 The Purchaser/ Consultant will open all bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date (as specified in IFB), and at the place specified in the Tender. The Bidders’ representatives, who are present, shall sign bid opening statement evidencing their attendance.

22.3 The Bidders’ names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.

22.4 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder’s specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

22.5 The PURCHASER/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

23.0 CLARIFICATION OF BIDS

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

24.0 CONTACTING THE PURCHASER

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

24.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

25.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

25.1 Techno-Commercial Bid Evaluation.

25.1.1 The Purchaser/ 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.

25.1.2 Prior to the detailed evaluation, the Purchaser/ 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.

25.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened.

25.1.4 The Purchaser/ 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 Purchaser/ Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

25.1.5 The Purchaser/ 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 Purchaser/ 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:

- i. Bidder's qualification on meeting Bid Evaluation Criteria (BEC).
- ii. 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.
- iii. Overall completeness and compliance with the other terms & conditions included in the bid document. The bid that does not meet acceptable standard of completeness, consistency and detail will be rejected as non-responsive,
- iv. Requisite FORMS containing all necessary information as required in bid document and other documents as per ITB clause no. 10.
- v. Any other relevant factor, if any that the Purchaser/ Consultant deems necessary or prudent to be taken into consideration.

26.0 PRICE BID OPENING

- 26.1 The Purchaser/ 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.
- 26.2 The Purchaser and Consultant will open price bids of all bidders notified to attend price bid opening in presence of authorized bidder's representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 26.3 The bidder's name, prices, and such other details as the Purchaser/ Consultant, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

27.0 ARITHMETIC CORRECTIONS

The bids will be checked for any arithmetic errors as follows:

- 27.1 Where there is a discrepancy between the amount in figures and in words, the amount in words will govern; and
- 27.2 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.
- 27.3 If the Bidder does not accept the correction of errors, its bid will be rejected, and the bid security will be forfeited.

28.0 EVALUATION METHODOLOGY

- 28.1 Evaluation and comparison of bids shall be done taking following into consideration:
Bidder's Qualification
Evaluated Prices
- 28.1.1 Bidder's Qualification
Qualification of Bidder for Supply of **3LPE Coated Carbon Steel Line Pipe** shall be established based on Bid Evaluation Criteria specified in the IFB.
- 28.1.2 Evaluated Prices
The lowest evaluated price shall be considered for award of order on overall basis for complete scope of work.
Following will be evaluated:
- 28.1.2.1 Total price Ex-works basis including Packing and Forwarding Charges.
- 28.1.2.2 GST on above
- 28.1.2.3 Total Transportation Charges
- 28.1.2.4 GST on above
- 28.2 Comparison of Prices
The evaluated price of all the bidders shall be compared together to arrive at the lowest bid on overall basis.
- 28.3 Placement of Orders
Based on above, order shall be placed.

29.0 EVALUATION OF OFFER

- 29.1 The unit prices quoted in the "Schedule of rates" shall 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

AWARD OF CONTRACT

30.0 AWARD OF WORK

- 30.1 The Purchaser/ Consultant will award the Contract to the successful bidder whose bid has been determined to be substantially responsive, meets the technical criteria and/ or have been determined as a lowest evaluated bid on overall and is determined to be qualified to perform the Contract satisfactorily.
- 30.2 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, CUGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same items(s).

31.0 QUANTITY VARIATION

- 31.1 The Purchaser reserves the right to vary the quantity at the time of Award without any change in quoted unit price or other terms and conditions.
- 31.2 The Purchaser also reserve the right to delete the requirement of any item / services without assigning any reason.

32.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 32.1 The Purchaser 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 Purchaser's action. The Purchaser also reserves the right not to accept lowest rates quoted by the bidder. CUGL's decision in this regard shall be final and binding on all bidders.

33.0 NOTIFICATION OF AWARD

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful Bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Letter of Acceptance (LOA) will constitute the formation of the order.
- 33.2 Delivery shall be reckoned from the date of notification of award / Letter of Acceptance (LOA).
- 33.3 Award of Contract/Order will be by issuing Letter of Acceptance (LOA) of the bid. LOA will contain price, delivery and other salient terms of the bid and bidding document.
- 33.4 Bidder will be required to confirm receipt of the same by returning, "copy of the LOA duly signed and stamped by the bidder" as a token of acknowledgement to CUGL. On receipt of LOA acknowledgement without any deviation/condition, detail Purchase Order will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to CUGL.

34.0 PERFORMANCE GUARANTEE

- 34.1 Within 21 days of the receipt of the notification of award/ LOA from the Purchaser, the successful Bidder shall furnish the Irrevocable Performance Guarantee in accordance with Clause no. 12 of General Conditions of Contract (GCC) and as per Format F-9 provided in the bidding documents. The irrevocable bank guarantee submitted towards Contract performance guarantee shall be in the currency of the Contract. Bank Guarantee towards operation and Maintenance value will be submitted as defined in bid document.
- 34.2 Performance Guarantee is in the form of irrevocable Bank Guarantee, the same shall be from any Indian nationalized bank or a scheduled Indian bank, in the form provided in the bid document. This bank guarantee shall be valid for a period as stated in Clause No. 12 of General Conditions of Contract (GCC-Goods).
- 34.3 Failure of the successful Bidder to comply with the requirement of this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder.

35.0 REPEAT ORDER

PURCHASER reserves the right, within 12 months of order, to place repeat order up to 100% of the total order value without any change in unit price or other terms and conditions.

36.0 CORRUPT OR FRAUDULENT PRACTICES

36.1 The Purchaser requires that Bidders/Sellers observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:

- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practise among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

36.2 Purchaser/Consultant will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question.

36.3 The Purchaser/Consultant will declare a firm ineligible for a period pursuant to clause No. 28.1.3 of GCC.

37.0 WAVIER OR TRANSFER OF THE AGREEMENT

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

38.0 ORDER OF PRECEDENCE

38.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts. Where any portion of Special Conditions of Contracts and General Conditions of Contract 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 and General Conditions of Contract and Special Conditions of Contract 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 and General Conditions of Contract.

38.2 If any technical requirement mentioned in tender document is at variance with requirement of PNGRB and PESO, PNGRB and PESO requirement over - ride the technical requirements specified in tender document.

39.0 SUBMISSION OF FALSE / FORGED DCOUMENTS

39.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

39.2 In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Purchaser shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to Purchaser under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

39.3 In case the issue of submission of false documents comes to the notice after execution of work, CUGL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.

39.4 Further, such bidder shall be put on Banned/Holiday List of CUGL debarring them from future business with Purchaser.

40.0 GST INPUT CREDIT

40.1 Bidders shall provide required documents for GST input credit as per GST regulations. In case bidder fails to provide the required documents, the equivalent amount shall be deducted from due payment of bidder.

41.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

41.1 NOT APPLICABLE

42.0 UNSOLICITED POST TENDER MODIFICATIONS

42.1 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 Purchaser/ Consultant. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by CUGL 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.



**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

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**1.0 DEFINITION**

In this document, General Conditions of Contract (GCC), the following terms shall have the following respective meanings

- 1.1 **CONSULTANT:** Consultant' shall mean M/s Tractebel Engineering Pvt. Ltd., (Tractebel) Having its office at Intec House, 37, Institutional Area, Sector 44, Gurgaon, Haryana –122002, India. The term consultant includes successors, assigns of M/s Tractebel Engineering Pvt. Ltd
- 1.2 **CONTRACT** shall mean purchase order/contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the seller under the contract for the full any proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the supplier and handed over to OWNER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the contract is officially declared by the OWNER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of contract with a foreign bidder and as the date of LR/GR in the case of a contract with an Indian bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-charge of the Project SITE shall mean the person designated from time to time by PURCHASER AT SITE AND SHALL INCLUDE those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT
- 1.9 **FINAL ACCEPTANCE** shall mean the Purchaser's written acceptance of the work performed under the contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by OWNER directly or through CONSULTANT to inspect equipment, stage-wise as well as final, before dispatch, at SUPPLIER'S works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service of available for service.

PURCHASER / OWNER shall mean Central UP Gas Limited (CUGL), having its registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. The term OWNER includes successors, assigns of CUGL
- 1.14 **PERFORMANCE AND GUARANTEE TESTS** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the CONTRACT documents.

Project DESIGNATES THE AGGREGATE OF THE Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities



Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

- 1.15 SUPPLIER shall mean the person, firm or company with whom PURCHASE ORDER /CONTRACT is placed/entered into by SUPPLIER for supply of equipment, materials and services. The term Seller includes its successor and assigns.
- 1.16 SERCIVE shall mean erection, installation, and testing commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACTOR shall mean order placed by the Supplier, for any portion of the contracted work, after necessary consent and approval of OWNER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRAT has been sub-let by the SUPPLIER with the consent in writing of the OWNER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract form an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems, initial operation of the complete equipments covered under the Contract obtain necessary trial operation date, perform calibration and corrective action, shutdown inspection adjustment prior to the trial operation period.
- 1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by OWNER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- 1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Supplier before the Works are taken

2.0 SELLER TO INFORM

- 2.1 The Supplier shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Supplier of his responsibility to fulfill his obligation under the Contract.

3.0 APPLICATION

- 3.1 These General Condition of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

4.0 COUNTRY OF ORIGIN

- 4.1 For purposes of this Clause “origin” means the place where the Origin Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5.0 SCOPE OF CONTRACT

- 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.



- 5.2 Completeness of the EQUIPMENT shall be the responsibility of him SUPPLIER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being SUPPLIER's responsibility) shall be provided by SUPPLIER without any extra cost.
- 5.3 The SUPPLIER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SUPPLIER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of OWNER.
- 5.4 The SUPPLIER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the OWNER.
- 5.5 The documents once submitted by the SUPPLIER shall be firm and final and not subject to subsequent changes. The SUPPLIER shall be responsible for any loss to the OWNER consequent to furnishing of incorrect date/drawings.
- 5.6 All dimensions and weight should be in metric system
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the seller along with RFQ and CONTRACT are not sold or given but loaned. These remain property of OWNER OR ITS ASSIGNS AND ARE SUBJECT TO RECALL BY OWNER. The supplier and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of OWNER All such details shall be kept confidential.
- 5.10 SUPPLIER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 STANDARDS

- 6.1 The goods supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS country of origin and such standards shall be the latest issued by the concerned institution.

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- All instructions and orders to SUPPLIER shall, excepting what is herein provided, be given by OWNER.
 - All the work shall be carried out under the direction of and to the satisfaction of purchaser.
 - All communications including technical/commercial clarifications and / or comments shall be addressed to CUGL in quintuplicate and shall always bear reference to the CONTRACT
 - Invoices for payment against CONTRACT shall be addressed to OWNER.



- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8.0 CONTRACT OBLIGATION

- 8.1 If after award of the contract, the Supplier does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the OWNER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

9.0 MODIFICATION IN

- 9.1 All modifications leading to changes in the contract with respect to
Contract technical and / or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by OWNER BY ISSUING AMENDMENT TO THE contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 OWNER shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms OR ACKNOWLEDGEMENT OF contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to contract.

10.0 USE OF CONTRACT

- 10.1 The supplier shall not, without the owner's prior written consent, document & Information disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the SUPPLIER in the performance of the CONTRACT. Disclosure to nay such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.
- 10.2 The SUPPLIER shall not, without the OWNER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

11.0 PATENT RIGHTS LIABILITY & REGULATIONS

- 11.1 SUPPLIER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material Compliance and SUPPLIER agrees to be responsible for and to defend at his sole expense.all suits and proceeding against OWNER based on any such alleged patent infringement and to pay6 all costs , expenses and damages which OWNER and/ or Consultants may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SUPPLIER shall indemnify the OWNER against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the OWNER's country.
- 11.3 SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.
- 11.4 SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

12. PERFORMANCE GUARANTEE

- 12.1 Within 21 days after the Seller's receipt of notification of award of the CONTRACT, the SUPPLIER shall furnish performance guarantee in the form of Bank Guarantee to the OWNER, in the bidding documents, for and amount as per following



The **SUPPLIER** shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the **OWNER**, in following manner

- For an amount equivalent to 3% of the total contract value (exclusive of GST) i.e. Supply & Transportation Charges against the contract.

(The validity of BG shall be Rate Contract Issue Date (Start Date of Rate Contract) + Rate contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee/warranty period + 3 month)

- For an amount equivalent to 7% of the order value (exclusive of GST) i.e. Supply & Transportation charges against each order.

(Validity of BG shall be DO Issue Date + Contractual Delivery Period of material + Contractual Guarantee/warranty period + 3 months)

12.2 The proceeds of performance guarantee shall be appropriated by the **OWNER** as compensation for any loss resulting from the Supplier's failure to complete his obligations under the **CONTRACT** without prejudice to any of the rights or remedies the **OWNER** may be entitled to as per terms and conditions of **CONTRACT**. The proceeds of this performance guarantee shall also govern the successful performance of goods and services during the entire period of contractual warrantee/Guarantee.

12.3 The performance guarantee shall be denominated in the currency of the **CONTRACT**.

12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. **OWNER** will discharge the Bank Guarantee not later than 6 months from the date of Expiration of the Supplier's entire obligations, including any warrantee obligations, under the **CONTRACT**.

13.0 INSPECTION, TESTING & EXPEDITING

13.1 The **OWNER** or its representative shall have the right to inspect or to test the **GOODS** to confirm their conformity to the contract specifications. The special conditions of contract and/or the Technical Specifications shall specify what inspections and tests the **OWNER** requires and where they are to be conducted. The **OWNER** shall notify the **SUPPLIER** in writing the identity of any representative(s) retained for these purposes.

13.2 The inspection and tests may be conducted on the premises of the **SUPPLIER** or his sub-contractor(s), at point of **DELIVERY** and/ or at the **GOODS** final destination, When conducted on the premises of the **SUPPLIER** or his sub-contractor(s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the **OWNER**.

13.3 Should any inspected or tested **GOODS** fail to conform to the specifications, the **OWNER** may reject them and the **SUPPLIER** shall either replace the rejected **GOODS** or make all alterations necessary to meet specifications requirements, free of cost to the **OWNER**.

13.4 The Owner's right to inspect, test and where necessary reject the **GOODS** after the **GOODS** arrival in the Owner's country shall in no way be limited or waived by reason of the **GOODS** having previously been inspected, tested and passed by the **OWNER**, or their representative prior to the **GOODS** shipment from the country of origin.

13.5 The **INSPECTOR** shall follow the progress of the manufacture of the **GOODS** under the **CONTRACT** to ensure that the requirements outlined in the **CONTRACT** are not being deviated with respect to schedule and qualify.

13.6 Supplier shall allow to visit, during working hours, the workshop relevant for execution of the **CONTRACT** during the entire period of **CONTRACT** during the entire period of **CONTRACT** validity.

13.7 In order to enable **OWNER'S** representatives to obtain entry visas in time, **SUPPLIER** shall notify **OWNER** two months before assembly, testing and packing of main **EQUIPMENT**. If requested, seller shall assist **OWNER**



representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

- 13.8 SUPPLIER shall place at the disposal of the INSPECTOR free of charge, all tools, instruments, and other apparatus necessary for the inspection and/ or testing of the goods. The inspector is entitled to prohibit the use and Dispatch of goods and/or materials, which have failed to comply with the characteristics required for the goods during tests and inspections.
- 13.9 SUPPLIER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action,
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SUPPLIER shall be witnessed by the inspector. Therefore, seller shall confirm to purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. SUPPLIER shall specify the goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, owner should waive the right to witness the test; timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the inspector, copy of such standards.
- 13.13 Nothing in Argicl-13 shall in any way release the seller from any warrantee or other obligations under this contract.
- 13.14 Arrangement for all inspections required by Indian statutory Authorities and as specified in technical specifications shall be made by supplier.
- 13.15 Inspection & Rejection of Materials by consignees
- When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at eh risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractors risk and cost. The owner shall also be entitled to recover handling and storage charges for the period, during which the rejected
- Materials are not removed @5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

- 14.1.1 Together with the contract confirmation, supplier shall submit to **Reporting** his time schedule regarding the documentation, manufacture, testing, owner supply, erection and commissioning of the GOODS
- 14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.
- 14.1.3 The original issue and subsequent revisions of supplier's time schedule shall be sent to owner.
- 14.1.4 The time schedule network/bar chart shall be updated at least every second month.

14.2 Progress Trend Chart / Monthly Report

- 14.2.1 SUPPLIER shall report monthly to OWNER, on the progress of the execution of contract and achievement of targets set out in time bar chart.



- 14.2.2 The progress will be expressed in percentages as shown in the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with contract confirmation.
- 14.2.4 OWNER's representatives shall have the right to inspect supplier's premises with a view to evaluating the actual progress of work on the basis of seller's time schedule documentation.
- 14.2.5 Irrespective of such inspection, supplier shall advise consultant, with copy to purchaser, at the earliest possible date of any anticipated delay in the progress.
- 14.2.6 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion conclusive or supplier shall neglect to execute the contract with due diligence and expedition or shall contravene the provisions of the contract owner may give notice of the same in writing to the supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by owner the owner shall have the option and be at liberty to take the contract wholly or in part out of the supplier's hand and make alternative arrangements to obtain the requirements and completion of contract at the supplier's risk and cost and recover from the supplier, all extra cost incurred by the owner on this account. In such event owner shall not be responsible for any loss that the supplier may incur and supplier shall not be entitled to any gain. Owner shall, in addition, have the right to encase performance Guarantee in full or part.

15.0 DELIVERY & DOCUMENTS

- 15.1 Delivery of the goods shall be made by the supplier in accordance with Document specified in the contract, and the goods shall remain at the risk of the supplier until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made:
- In case of FOT dispatch point contract, on evidence that the goods have been loaded on the carrier and a negotiable copy of the goods receipt obtained. The date of LR /GR shall be considered as the date of delivery.
 - In case of FOT site, on receipt of goods by owner at the designated site's.
- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of owner. Any request concerning delay will be void unless accepted by owner through a modification of the contract.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by owner.
- 15.5 In the event of delay in delivery, price reduction schedule as stipulated in Article -26 shall apply.
- 15.6 The documentation, in English language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The supplier should comply with the packing, marking and shipping documentation specifications enclosed.

16.0 TRANSIT RISK

- 16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation storage and delivery.

**Insurance Requirements:**

All Transit risk insurance shall be in the scope of Bidder.

17.0 TRANSPORTATION

- 17.1 Where the supplier is required under the contract to deliver the goods at FOT site, all expenses shall be arranged and paid for by the seller and the Cost thereof shall be included in the contract price's.

18.0 INCIDENTAL

- 18.1 The supplier may be required to provide any or all of the following

Services:

Services

- 18.1.1 Performance or supervision of onsite assembly and/or start up of the supplied goods.
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warrantee/guarantee obligations under the contract.
- 18.1.4 Training of the Owner's personnel at supplier's plant and/ or at site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Owner will bear boarding, lodging & personal expenses of Trainees.

19.0 SPARE PARTS

- 19.1 Supplier may be required to provide any or all of the following materials & Maintenance Tools notification pertaining to spare parts manufactured or distributed by the Lubricants supplier.
- 19.2 In the event of termination of production of the spare parts:
- Advance notification to the Owner of the pending termination, in sufficient time to permit the Owner procure needed requirements, and
 - Following such termination, furnishing at no cost to the owner, the blue prints, drawings and specifications of procure needed requirements, and
- 19.3 Supplier shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- 19.4 The construction, execution and commissioning.
- 19.5 Two (2) years operation and maintenance.
- 19.6 Spare parts shall be new and of first class quality as per engineering standards/ codes free of any defects (even concealed), deficiency in design, materials and with the corresponding parts.
- 19.7 Type and sizes of bearings shall be clearly indicated.
- 19.8 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 19.9 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the goods shall be submitted to owner.
- 19.10 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.



19.11 Lubricants

19.12 Whenever lubricants are required, supplier shall indicate the quantity of lubricants required for the first filing, the frequency of changing, the quantity of lubricants required for the one years continuous operation and the types; of recommended lubricants indicating the commercial name (Trademark), quality and grade.

19.13 If Supplier is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.14 Supplier shall indicate various equivalent lubricants available in India.

20.0 GUARANTEE

20.1 All Goods or materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without OWNER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the supplier pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by owner are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by owner and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the contract.

If any trouble of defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the plant for which the materials supplied under the contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the supplier is notified thereof, supplier shall, at his own expense and as promptly as possible, make such permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

Owner may, at his option, remove such defective materials, at supplier's expense in which event supplier shall, without cost to owner and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the supplier for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and /or not in accordance with the drawings data sheets or the terms of the contract and rectification is required at site, Owner shall notify the supplier giving full details of differences. The supplier shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of owner, the action required to correct the deficiency. Should the supplier fail to attend meeting at site within the time specified above work/materials and supplier shall reimburse owner all costs and expenses incurred in connection with such trouble or defect.

20.2 Performance Guarantee of Equipment

20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.

20.2.2 If the Supplier fails to prove the guaranteed performance of the equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the supplier fails to do so within a reasonable period, the supplier shall replace the equipment and prove guaranteed performance of the new equipment without any extra cost to purchaser.

20.2.3 If the Supplier fails to prove the guarantee within a reasonable period, owner shall have the option to take over the Equipment and rectify, if possible, the equipment to fulfill the guarantees and/or to make necessary additions to make up the deficiency at supplier's risk and cost. All expenditure incurred by the owner in this regard shall be to supplier's account.

**21.0 TERMS OF PAYMENT:** As per SCC**22.0 PRICES**

22.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not, with the exception of any price adjustments authorized by the contract vary from the prices quoted by the supplier in his bid.

23.0 SUBLETTING

23.1 The supplier shall not without previous consent in writing of assignment Owner's authority, sublet, transfers 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.

24.0 TIME AS ESSENCE

24.1 The time and date of delivery/completion of the goods/services as stipulated in the contract shall be deemed to be the essence of the contract.

25.0 DELAYS

25.1 If the specified delivery schedule is not adhered to or the progress Seller's of manufacture or supply of the items is not satisfactory or is not in Performance accordance with the progress schedule the Owner has right to :

- i) Hire for period of delay from elsewhere goods which in Owner's opinion will meet the same purpose as the goods which are delayed and supplier shall be liable without limitation for the hire charges; or
- ii) Cancel the contract in whole or in part without liability for cancellation charges. In that event, Owner may procure from elsewhere goods which Owner's opinion would meet the same purpose as the goods for which Contract is cancelled and Supplier shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved; or
- iii) Hire the substitute goods vide (1) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- iv) Any inexcusable delay by the Supplier or his subcontractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26.0 PRICE REDUCTION

26.1 In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, total contract price shall be reduced @ 0.5% of the total order value per week of delay or part thereof subject to a maximum of 5% of the total order price. The decision of the Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor. In case of delay on the part of the Vendor the invoice shall be submitted after applicable price reduction.

27.0 REJECTIONS,

27.1 Preliminary inspections at Supplier's works by Inspector shall not Removal prejudice purchase's claim for rejection of the equipment on final Rejected inspection at site or claims under warranty provisions.



Equipment & Replacement

- 27.2 If the equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the owner shall be entitled to reject the equipment/material or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Supplier's cost and risk
- 27.3 Nothing in this clause shall be deemed to deprive the Owner and/or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the supplier of his obligations under the Contract.
- 27.4 Equipment rejected by the Owner shall be removed by the supplier at his cost within 14 days of notice after repaying the amounts received against the supply. The owner shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever.
- 27.5 In case of rejection of Equipment, Owner shall have the right to recover the amounts, if any, from any of contractor's invoices pending with Owner or by alternative method(s)

28.0 TERMINATION OF CONTRACT

28.1 Terminations for Default

- 28.1.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or in part.

A) If the Supplier fails to deliver any or all of the goods within the time

B) If the Supplier fails to perform any other obligation(s) under the Contract, and

C) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.

- 28.1.2 In the event the Owner terminates the Contract in whole or in part, pursuant to Article 28.1.1, the Owner may procure, upon such terms and in such undelivered and the Supplier shall be liable to the Owner for any excess costs for such similar performance of the Contract to the extent not terminated.

- 28.1.3 In case of termination of contract herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the SUPPLIER shall be put under holiday i.e. neither any enquiry will be issued to the party by CUGL Against any type of tender nor their offer will be considered by CUGL against any ongoing tender(s) where contract between CUGL and that particular SUPPLIER (as a bidder) has not been finalized) for three years from the date of termination by CUGL to such SUPPLIER.

28.2 Termination for Insolvency

- 28.2.1 The Owner may, by written notice sent to the Supplier, terminate the Contract, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

28.3 Termination for Convenience

- 28.3.1 The Owner may, by written notice sent to the Supplier, terminate the Contract, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- 28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Owner at the Contract terms and prices. For the remaining Goods, the Owner may opt:



- a) to have any portion completed and delivered at the Contract terms and prices, and/ or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

29.0 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies, which prevents or delays the execution of the Contract by the Seller

The Supplier shall advise Owner by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, Owner reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the Supplier shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Owner nor Supplier shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist,.

Supplier shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force Majeure cause, the Supplier or the Owner shall not be liable for delays in performing their obligations under this order and the delivery date will be extended to the Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

30.0 RESOLUTION OF DISPUTE / ARBITRATION

30.1 The Owner and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the Owner and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

The contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

30.4 Arbitration

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 a sole arbitrator

The OWNER (CUGL) shall suggest a panel of three independent and distinguished persons to the Supplier to select any one among them to act as the sole Arbitrator, In case event of failure of the Supplier to select the Sole



Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrator, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the Owner on the appointment of Sole Arbitrator shall be final and binding on the parties.

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 Kanpur, Uttar Pradesh, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed hereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India)

Supplier 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 1996.

The WORKs under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

31.0 GOVERNING LANGUAGE

31.1 The Contract shall be written in English language as specified by the Owner in the instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be

Considered, if it is accompanied by an English translation. For the purposes of interpretation English translation shall govern and be binding on all parties.

32.0 NOTICES

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33.0 TAXES & DUTIES

33.1 A foreign supplier shall be entirely responsible for all taxes stamp duties, license fees, and other such levies imposed outside the Owner's country.

33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the owner. However, Sales Tax and Excise Duty on finished products shall be reimbursed by Owner.

33.3 Customs duty payable in India for imported goods ordered by Owner on foreign supplier shall be borne and paid by Owner

33.4 Any income tax payable in respect of supervisory services rendered by foreign supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is up to the bidder/supplier to ascertain the amount of these taxes and to include them in his bid price.

34.0 BOOKS & RECORDS



- 34.1 Supplier shall maintain adequate books and records in connection with contract and shall make them available for inspection and audit by Owner or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35.0 PERMITS & CERTIFICATE

- 35.1 Supplier shall procure, at his expense, all necessary permits, certificates and duties, license fees, and other such levies imposed outside the licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and supplier further agrees to hold Owner and / or harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Owner will provide necessary permits for Supplier personnel to undertake any work in India in connection with Contract.

36.0 GENERAL

In the event that and conditions stipulated in the General Condition of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

- 36.1 Losses due to non-compliance of Instructions

Losses or damages occurring to the Owner owing to the Supplier's

Failure to adhere to any of the instructions given by the Owner in connection with the contract execution shall be recoverable from the Supplier.

- 36.2 Recovery of sums due

All costs, damages of expenses which the Owner may have paid, for which under the Contract Supplier is liable, may be recovered by the Owner (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Supplier under this contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the Supplier be not sufficient to recover the recoverable amount, the Supplier shall pay to the Owner, on demand, the balance amount.

- 36.3 Payments, etc. not to affect rights of the Owner No sum paid on account by the Owner nor any extension of the date for completion granted by the Owner shall affect or prejudice the rights of the Owner against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

- 36.4 Cut-off Dates

No claims or correspondence on this Contract shall be entertained by there Owner after 90 days after expiry of the performance guarantee (from the date of final extension) if any.

- 36.5 Paragraph heading

The Paragraph heading in these conditions shall not affect the construction thereof.

37.0 IMPORT LICENSE

- 37.1 No import license is required for the imports covered under this document.

38.0 FALL CLAUSE



- 38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Owner of any department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central of State Govt. as the case may be, during the currency of the order.
- 38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Owner or any Department. Of Central Govt. or State Govt. as the case may be , at price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- The above stipulation will, however, not apply to :
- a) Exports by the Contractor/Supplier or
 - b) Sale of goods as original equipment a prices lower than thee prices charged for normal replacement
 - c) Sale of goods such as drugs, which have expiry dates.
- 38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-
- I/We certify that there has been no reduction in sale price of the items/goods/materials of descript8on identical to those supplied to the CUGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Department. Of Central Govt. or any Department. Of State govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the CUGL under the order.”
- Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which details shall be furnished by the supplier.
- 39.0 PUBLICITY**
- 39.1 Supplier shall not without the written permission of Owner or any Company affiliated with Owner or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.
- 40.0 REPEAT ORDER**
- 40.1 Prices and discounts, if any and other terms & conditions shall also remain valid up to 12 months from the date of placement of notification of award (Fax of Intent) for the purpose of placement of repeat order up to 100% ordered values.
- 41.0 LIMITATION OF LIABILITY**
- 41.1 Notwithstanding anything contrary contained herein] the aggregate total liability of Supplier under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.
- 42.0 EVALUATION OF PERFORMANCE**
- 42.1 Performance of the contract awarded shall be evaluated as per vendors evaluation policy of CUGL which is available on CUGL website

	SPECIAL CONDITIONS OF CONTRACT (SCC)	P.014714 G11031 R004
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CENTRAL UP GAS LIMITED (CUGL) **CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF **SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE**

SECTION - IV SPECIAL CONDITIONS OF CONTRACT (SCC)

	SPECIAL CONDITIONS OF CONTRACT (SCC)	P.014714 G11031 R004
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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 DEFINITIONS AND INTERPRETATION

In addition to meaning ascribed to certain initial capitalised terms in Section III “GCC”, following initial capitalised terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section III “GCC”, the meaning ascribed to such term hereunder shall prevail:

1.1 Definitions

- 1.1.1 Bid Documents shall mean documents issued to the Bidder pursuant to document listed in ITB.
- 1.1.2 Effective Date shall mean the date on which Seller’s obligations will commence and that will be the date of Letter of Acceptance (LOA) / NOTIFICATION OF AWARD.

1.2 Interpretations

- 1.2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.
- 1.2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 1.2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.
- 1.2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
- 1.2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.
- 1.2.6 Except the obligation of payment to Seller, Consultant may discharge all other Purchaser’s obligations. In Bid Documents, at all such places where obligations are confined to Purchaser alone such provision to read as ‘Purchaser/ Consultant’s’ obligation to the extent the context so means/requires.
- 1.2.7 Purchaser / Owner means Central UP Gas Ltd. (CUGL).

2.0 SELLER’S SCOPE

- 2.1 The Scope includes Manufacture, Inspection, Testing, Supply & Transportation including Insurance, custom clearance if applicable, Unloading & Stacking of **CS Line Pipes confirming to API 5 L Grade X-42, PSL - 2, ERW/Seamless with 3LPE Coating – 32500 Meters** meeting other technical requirements as specified in bid document including preparation and submission of documents (as per MR), getting approvals from Purchaser/ Consultant, Procurement of raw materials, Manufacturing, Testing & Inspection , Packing & Forwarding, Transportation, Unloading and Stacking at CUGL Site / store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP as per the tender terms & conditions.

Note:

1. Bidder must quote for complete quantity and scope of work. Bid submitted for part scope shall be considered as non-responsive and liable to be rejected.
2. The quantities mentioned above are indicative and are for evaluation purpose only. CUGL reserves the right to change the quantity of any or all items before issue of order.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	P.014714 G11031 R004
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3. Quantity tolerance will be plus zero & minus one length for completing the quantities. Payment will be made for actual quantities supplied. Payment for extra quantities beyond tender quantities will not be made by CUGL.

2.2 For detailed technical specifications, technical volume II of II to be referred.

3.0 TYPE AND DURATION OF CONTRACT

3.1 It is rate contract. Rates will be firm and fixed during the contract period, except as defined in tender document, as described below. The entire supply shall be completed as per the instruction of the Purchaser.

3.2 The duration of contract shall be Two (02) years from the date of issuance of LOA/NOTIFICATION OF AWARD.

4.0 DELIVERY SCHEDULE

4.1 The supply of coated line pipes shall be completed in lots on FOT CUGL Site / store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. Coated line pipes shall be supplied as per schedule given below,

Sr. No.	Description	Quantity (in Nos.)	Delivery Period for 1 st lot - Within 20 weeks on FOT Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi cities from date of LOA	Delivery Period for subsequent lots - Within 20 weeks on FOT Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi cities from date of intimation from CUGL
			1st Lot	Subsequent Lot (Minimum Qty.)
1	Manufacture, Inspection, Testing, Supply, Transportation, Unloading and stacking of CS Line Pipes confirming to API 5 L grade X-42 PSL -2, ERW/Seamless with 3LPE Coating, 6" x 6.4 mm thick	32500	10000	7000

Note:

- Above quantities in lots are indicative and will be decided by CUGL at the time of placement of LOA / NOTIFICATION OF AWARD or subsequent intimation. Any change in quantity of a lot will be intimated to the supplier well in advance of the scheduled delivery date.
- Location wise schedule will be given at the time of Dispatch Clearance.

5.0 TERMS AND MODE OF PAYMENT

5.1 Terms of Payment

5.1.1 90% of the supply value / order value shall be paid progressively on receipt of Goods (each lot) at designated CUGL store located in the State of UP upon submission of the following:

- Commercial invoice in triplicate

- ii) LR or GR (original)
- iii) Packing List
- iv) Despatch clearance issued by Purchaser/ Consultant
- v) Inspection release note issued by Purchaser/ Consultant/ TPIA
- vi) Certificate of receipt of goods at Purchaser's store
- vii) Warranty/Guarantee Certificate
- viii) Insurance cover note covering transit insurance

5.1.2 Balance 10% payment, of each lot, shall be made progressively within 30 days of acceptance of Goods by Purchaser and submission of final documents.

5.1.3 The invoice shall be made after adjusting the following:
PRS pursuant to SCC clause no. 17.0, if applicable.

5.2 Mode of Payment

5.2.1 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 through RTGS only.

5.3 Deduction at Source

5.3.1 Purchaser will release the un-disputed payment to the Seller after effecting deductions as per applicable law in force.

5.4 Invoices

5.4.1 Invoices shall be made in the name of "Sr. Manager (C & P), Central UP Gas Ltd, Kanpur, (UP).

5.5 Consignee Address

5.5.1 Will be furnished at the time of Award.

6.0 PACKING AND FORWARDING

6.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse till the time of issuance to erection contractor. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

7.0 DISPATCH CLEARANCE

7.1 Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch, which will be issued on receipt of copy of Inspection Release Note.

8.0 INDEPENDENT SELLER

8.1 It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser/ Consultant nor the Seller has any kind of interest in other sellers.

9.0 LIEN

9.1 Seller shall ensure that the Scope of Supply under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify

and hold harmless Purchaser or its authorised representative from such disputes of title/liens, costs, consequences etc.

10.0 TRANSIT RISK INSURANCE

10.1 In line with GCC Clause 16.0, All Transit risk insurance from F.O.T. dispatch point to Purchaser's stores located in the State of (UP) shall be arranged and borne by supplier.

11.0 FALL CLAUSE

11.1 (Clause 38 of GCC - Goods)- Stands deleted.

12.0 RECOVERY OF GOODS AND SERVICE TAX (GST)

12.1 In case, the statutory variation entitles the Purchaser to recover the amount (irrespective of Contractual Delivery), such amount will be recovered from any bill of the seller, immediately on enforcement of such variation, under intimation to the seller.

13.0 REJECTION

13.1 Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.

13.2 Seller shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to Purchaser.

13.3 Seller shall be responsible and liable for immediate replacement/rectification of such material as mentioned in GCC also if any discrepancy is observed during the inspection of material at site after the receipt of material, with acceptable material/parts at no extra cost or impact on the delivery schedule to Purchaser.

14.0 LIMITATION OF LIABILITY

14.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier 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 profits or loss of production.

14.2 The final payment by the Purchaser in pursuance of the PO terms shall not mean release of the Supplier/Vendor from all of his liabilities under the Contract. The Supplier/Vendor shall be liable and committed under this contract to fulfil all his liabilities and responsibilities, till the time of release of contract performance guarantee/completion of Guarantee / Warrantee period.

15.0 GOVERNING LAW

15.1 Laws of India will govern the Agreement and Kanpur courts will have exclusive jurisdiction on all matters related to Agreement.

16.0 PURCHASER'S RIGHTS AND REMEDIES

16.1 Without prejudice to Purchaser's right and remedies under Agreement, if SELLER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the PURCHASER, SELLER is not in a position to make-up the delay to meet the intended purpose, the PURCHASER may terminate the AGREEMENT in full or part at SELLER's default and may get supplies from other sources at SELLER's risk and cost.

17.0 PRICE REDUCTION SCHEDULE (PRS)

- 17.1 In partial modification of provisions of GCC-clause 26.0 and pursuant to clause 4 of SCC, in case of delay in delivery of lot quantity as given in delivery schedule specified at Clause 4 of SCC, the order price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of CS Line Pipes covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total order value. The order value excludes Taxes & duties.

All orders (issued for lot wise line pipe) shall be considered separately for applying PRS in case of delay as described above.

18.0 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as per Technical Specifications, Quality Control Table and approved Inspection & Test Procedure. However, without prejudice to the provisions of Technical specifications following shall hold good:

- 18.1 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 18.2 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 18.3 The Purchaser's right to inspect, test and where ever necessary reject the material after the material's arrival in the Purchaser's store shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.
- 18.4 **The inspection shall be carried out by Purchaser / Purchaser representative at bidder's works / subcontractor's works as per approved QAP and inspection charges will be borne by Purchaser (CUGL). However in case where ever inspection is to be carried out by supplier only then supplier will bear the inspection expenses. This requirement supersedes all other inspection requirement / conditions specified in tender document.**

19.0 INDEMNITY

- 19.1 Supplier shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the supplier hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme and any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA.

	SPECIAL CONDITIONS OF CONTRACT (SCC)	P.014714 G11031 R004
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20.0 CORRESPONDING ADDRESS

20.1 Purchaser:

Sr. Manager (C&P)
 Central UP Gas Limited,
 7th Floor, UPSIDC Complex,
 A-1/4, Lakhanpur,
 Kanpur -208024, UP, India.
 Telephone: +91 512 2582455/ 2585001
 Email : kkgupta@cugl.co.in/ sbhatia@cugl.co.in

24.2 Consultant:

THE PROJECT MANAGER,
 Tractebel Engineering Pvt. Ltd.
 Intec House,
 37, Institutional Area, Sector – 44,
 Gurgaon- 122 002,
 Haryana
 Telephone : +91 (0124) 469 8500
 Fax no. : +91 (0124) 469 8586
 Email : Nitish.nandi@tractebel.engie.com/Sunil.gupta@tractebel.engie.com/
surbhi.kapoor@tractebel.engie.com

**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE

SECTION - V

FORMS AND FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Whether supplier/ manufacturer / Dealer/ Trader/ Contractor	
5	Number of Years in Operation	
6	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	

14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	GST No.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-2
BID FORM

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP.

Dear Sir,

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

We confirm that this Bid is valid for a period of "four [4] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*
7. Duly certified document from chartered engineer and or chartered accountant as defined in bid document.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORMAT F-4**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"****(To be stamped in accordance with the Stamp Act)**

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

F-4A**PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY / BID SECURITY"****(VOID)**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Irrevocable and confirmed Letter of Credit No. Amount: Rs. Validity
of this Irrevocable: (in India)Letter of Credit (2
months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by Central UP Gas Limited, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to CUGL (India) Limited during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No for (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits International Chamber of Commerce brochure No. 600.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
(Applicant)
FOR

Authorized Signature

(Original Bank)

Counter Signature

F-5**LETTER OF AUTHORITY**

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

Ref:**Date:**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[3] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

	FORMS AND FORMATS	P.014714 G11031 R004
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F-6

"NO DEVIATION" CONFIRMATION

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

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

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

	FORMS AND FORMATS	P.014714 G11031 R004
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F-7

DECLARATION REGARDING HOLIDAY/ BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

We hereby confirm that we are not on 'Holiday' by CUGL or banned by Government department/ Public Sector on due date of submission of bid.

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

In case it comes to the notice of CUGL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per provision of tender document.

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

	FORMS AND FORMATS	P.014714 G11031 R004
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F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “_____”, the following Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

F-9**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"****(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

PERFORMANCE GUARANTEE No.**Dear Sir(s),**

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide LOA /FOA No. _____ dated _____ for Central U.P. Gas Limited, Kanpur

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify CUGL, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to Central U.P. Gas Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 2 working days of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of KANPUR Courts.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS & CONDITIONS

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	

11.	Confirm your offer is valid for 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir,

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

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

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

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

Dear Sir

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

Place:
Date:

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

F-13
BIDDER'S EXPERIENCE

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

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

Place:
Date:

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

	FORMS AND FORMATS	P.014714 G11031 R004
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F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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

	FORMS AND FORMATS	P.014714 G11031 R004
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(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-15

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhnau

Kanpur-208024

India

Dear Sir,

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

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

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the bidder) for at least an amount of Rs. _____. It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp

F-16

FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

**CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
(For supply of Goods/Works/Services)**

We have verified the Annual Accounts and other relevant records of M/s (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm _____

[Signature of Authorized Signatory]

Chartered Accountant _____

Name:

Membership No. _____

Designation:

UDIN No. _____

Date:

Seal:

Instructions:

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

	FORMS AND FORMATS	P.014714 G11031 R004
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F-17
BIDDER'S QUERIES FOR PRE-BID MEETING

To,

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

Subject: Tender no. P.014714 G11031 R004 for Supply of 3LPE Coated Carbon Steel Pipeline for CGD Project in Kanpur, Unnao, Bareilly & Jhansi Cities in the State of UP

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Date

CA CERTIFICATE FORMAT FOR MSE**TO WHOMSOEVER IT MAY CONCERN**

This is to Certify that M/s ----- (Company Name) having its registered office at -----
----- (Address) is registered under MSMED Act 2006 . Entrepreneur Memorandum No. (Part-II) -----
----- dated ----- Category: -----(Whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery Rs. -----(Lakhs)

The above Investment of Rs. ----- Lacs is within permissible limit of Rs. ----- Lacs for ----- (Micro or Small) Category under MSMED Act, 2006. Also, M/s ----- (Company Name) have not exceeded the monetary limit criteria mentioned in the NSIC Certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law. The certificate should not older than 03 months from the bid due date.

**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

SUPPLY OF 3LPE COATED CARBON STEEL LINE PIPE

SECTION - VI

SCHEDULE OF RATES

<div>TRACTEBEL</div> <div>engie</div>				<div>SCHEDULE OF RATES</div> <div>FOR</div> <div>SUPPLY OF 3LPE COATED LINE PIPES IN KANPUR, UNNAO, BAREILLY & JHANSI IN THE STATE OF UP</div>								<div>P.014714 G11031 R004</div>	
PURCHASER : CENTRAL UP GAS LIMITED (CUGL)													
PROJECT : CITY GAS DISTRIBUTION PROJECT IN KANPUR, UNNAO, BAREILLY & JHANSI													
BID DOCUMENT NO. : P.014714 G11031 R004													
NAME OF BIDDER :													
CURRENCY : INR													
Item Sr. No.	Brief Description	Unit	Qty	Basic Unit Rate	GST			Unit Transportation Charges	GST			Unit Price including Transportation Charges on FOT -CUGL store / site (Kanpur, Unnao, Bareilly & Jhansi) inclusive of all applicable taxes (2+3+4+5)	Total Price including Transportation Charges on FOT -CUGL store / site (Kanpur, Unnao, Bareilly & Jhansi) inclusive of all applicable tax (1) * (6)
				Ex-Works basis	on Column 2		On		Column 4				
				Amount	HSN Code	%	Amount		Amount	SAC Code	%		
			1	2		3		4		5		6	7
A	SUPPLY												
1.0	<div>Manufacture, Inspection, Testing & Supply of following CS Line Pipes conforming to API 5 L Grade X-42, PSL -2, ERW/Seamless with 3LPE Coating ,</div> <div>6" x 6.4 mm thick.</div> <div>Scope also includes Transportation of Line Pipes from bidder's works to respective location including Freight Charges, insurance, handling, unloading, stacking and any other incidental expenses for delivery at Client's store /site located in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP</div>	MTRS.	32500										
Note:													
1	Scope of Work and other terms and conditions are strictly as per bid document.												
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Price part of above Schedule of Rates in their Priced Bid. All column of price schedule must be filled with required information as applicable.												
3	Bidder must quote the price in Schedule of Rates format only. Bid submitted with changed format / description is liable to be rejected.												
4	All the Columns of quoted items in the Schedule of Rates must be filled with required information, as applicable.												
5	Quoted rates are firm and fixed till complete execution of the entire order except as defined in bid document.												
6	Purchaser reserves the right to decrease/ increase the Scope of Work as per provision of Bid document before & after award of contract.												
7	Above quoted prices for supply of Line Pipes on FOT Purchaser site at Kanpur, Unnao, Bareilly & Jhansi, shall be inclusive of all & nothing shall be paid extra by purchaser.												
8	Bidder must quote for complete scope as detailed in the bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.												
9	Bidder must indicate HSN / SAC Code & percentage of GST against SOR line item.												
<div>Seal & Signature of Bidder</div>													

At the helm of the Energy Transition, Tractebel provides a full range of engineering and advisory services throughout the life cycle of its clients' projects, including design and project management. As one of the world's leading engineering and advisory companies and with more than 150 years of experience, it's our mission to actively shape the world of tomorrow. With about 5,000 experts and presence in more than 70 countries, we are able to offer our customers multidisciplinary solutions in energy, water and urban.

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