



CENTRAL U.P. GAS LIMITED

BID DOCUMENT FOR RENEWAL OF INSURANCE POLICY FOR CUGL'S ASSETS FOR THE PERIOD OF 01 YEAR FOR CITY GAS DISTRIBUTION PROJECT OF M/S. CUGL

BID DOCUMENT NO: CUGL/C&P/TEN2627/14

THROUGH E-TENDERING MODE

OPEN DOMESTIC COMPETITIVE BIDDING

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IFB

(INVITATION FOR BID)

SECTION -I

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2627/14

Date: 06.06.2026

To,

Kind Attn:

Dear Sir,

Central U.P. Gas Limited (CUGL), a joint Venture company between GAIL & BPCL, as part of its service to provide clean fuel to Kanpur, Bareilly & Jhansi city is currently executing City Gas Distribution Project to Supply Natural Gas to Industrial, Commercial and Domestic Consumers and CNG for Vehicles.

| | | |
|-----|-------------------------------|---|
| 1. | Project | City Gas Distribution |
| 2. | Name of Work | Renewal of Insurance Policy of CUGL's Assets for the Period of 01 Year for City Gas Distribution Project of M/s. CUGL |
| 3. | Scope of Work | As per Tender Document |
| 4. | Contract Period | As per Tender Document |
| 5. | Bid Validity | 120 days from the bid due date |
| 6. | Bid Security/EMD | NA |
| 7. | Pre-Bid Meeting | <u>10.06.2026; 11:30 Hrs.</u> |
| 8. | Bid Due Date with Time | <u>15.06.2026 up to 15:00 Hrs.</u> |
| 9. | Type of Bid | Single Bid System |
| 10. | Basic of Evaluation | Package Basis |

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this Tender on Package Basis.

CUGL has the right to award the job either in part or full.

For & on behalf of Central U.P. Gas Limited

(Shekhar Devidas Kankrej)
Sr. Manager (C&P)

BEC
(BID EVALUATION
CRITERIA)
SECTION -III

(BID EVALUATION CRITERIA)

Technical Criteria

- The successful bidder Insurance Company must be registered in accordance with the insurance Act and approved by IRDA (Insurance Regulatory & Development Authority) as Non-Life Insurer and should have a valid license to carry out Insurance Business in India under non- life insurance sector.
- Bidder Insurance Company should also submit claim settlement ratio above 90%.
- Bidders need to submit required documents for meeting the above criteria.

If bidder fails to provide the requisite documents, CUGL reserves the right to reject the Bid.

The price evaluation shall be done on package basis.

The Quotation for Pipeline crossing (SOR LI no. 14) is to be given for Sum insured for Rs. crores for 1 month per crossing. Premium quoted will be applicable for the whole FY 26-27 on pro rata basis based on duration of insurance and Sum insured and insurance company have to provide policies at quoted rate only. Premium of this SOR will be paid as and when policy is required, however the premium quoted by Insurers under this SOR shall be taken for evaluation of L1 Bidder.

Financial Criteria

Not applicable

CHECK LIST

| Sl. No. | Description | YES/NO |
|---------|---|--------|
| 1. | Tender document signed & stamped | |
| 2. | BEC Related documents as asked in BEC | |
| 3. | SOR Quoted | |
| 4. | All forms and formats to be filled with all required details | |
| 5. | <p>To Join the video Pre-Bid Meeting on Microsoft Teams, click this link</p> <p><u>Pre-Bid meeting for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL Meeting-Join Microsoft Teams</u></p> <p>Join: <u>https://teams.microsoft.com/meet/43608264848681?p=4Z8kJiQWeWqluF3xXZ</u> Meeting ID: 436 082 648 486 81 Passcode: WT7Vf3A9</p> | |

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

ITB
(INSTRUCTIONS TO
BIDDERS)

SECTION-III

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -A

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

Please note that in accordance with the general conditions of tender, CUGL may amend these dates of the tender process at its sole discretion. In case any of the specified dates are declared a public holiday, the deadline shall be the next working date.

1.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Single Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website

Note: To participate in the e-tendering, it is mandatory for the bidders to have userID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

Note: CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

(The bids must be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)

2.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website www.cugl.co.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and CUGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -B

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to

search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e., Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of tender including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of

the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-4001 005 and 0120-6277 787. The helpdesk email id is support-eproc@nic.in

FOR OTHER RELATED QUERIES:

(1) NAME: Mr. Shekhar Kankrej

E-mail: shekhar.kankrej@cugl.co.in

(2) NAME: Ms. Sushmita

E-mail: sushmita@cugl.co.in

OTHER CONDITIONS:

- 1.1 The entire scope of coverage as specified in the Bidding Document shall be treated as Insurance Contract.
- 1.2 The bidder shall quote the premium rates and total premium against respective areas of coverage for respective sum insured as per format of Price Schedule. The total premium will be inclusive of all expenditures to be incurred by the bidder and applicable taxes, duties, GST and surcharge etc. and no expenditure other than those quoted in the SOR will be paid by CUGL on any account for the defined scope of coverage.
- 1.3 All premiums rate & total premium to be quoted by the bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the policy.

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

- 1.1 The Employer/ Owner/ CUGL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/CUGL.
- 1.2 **SCOPE OF BID:** The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39"
- 2.2 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.

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

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.
- 2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

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

6.0 SITE VISIT

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

7.0 CONTENT OF BIDDING DOCUMENT

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0
- Section –I : Invitation for bids (IFB)
 - Section-II : Instruction to Bidders (ITB)
 - Section-III : BEC (Bid Evaluation Criteria)
 - Section-IV: Forms & Format
 - Section-V: Scope of works (SOW)
 - Section-VI: Special Conditions of Contracts (SCC)
 - Section – VII: Price schedule/Schedule of Rates (SOR)
- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The Bidding Document together with all its attachment thereto, shall be considered to be read Understood and accepted by the

bidder. Failure to furnish all information required by the Bid Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidders risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify OWNER in writing or by fax or e-mail at the address indicated in the Invitation for Bids. OWNER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 5 days prior to the deadline for the submission of bids prescribed by OWNER. Written copies of OWNER response (including an explanation of the query but without identifying the source of the query) will be sent to all bidders to whom the bidding documents were issued. Any Clarification or information required by the bidder and not received within the stipulated time period shall be liable to be considered as no clarification/information required.
- 8.2 In case pre-bid conference is envisaged, all quotations/queries should be referred to OWNER at least 3 days before scheduled date of pre bid conference. The questions/queries received by OWNER prior to pre-bid conference will be replied in the pre-bid conference.

9.0 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.
- 9.3 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be

written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

- 10.2 In the event of submission of any document/certificate by the bidder in a language other than English, the Bidder shall submit the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country.

11.0 DOCUMENTS COMPRISING THE BID

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

11.1.1 FORM-I : TECHNO-COMMERCIAL UN-PRICED BID (PART-1)

Part-I: Techno-commercial/un-priced Bid shall contain the following documents:

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-10'
- k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- l) Undertaking on the Letter head, as per the Form F-12.
- m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- n) Any other information/details required as per Bidding Document
- o) All forms and Formats including Annexures.
- p) EMD /Bid Security
- q) Tender document duly signed by authorized signatory.

- r) All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

Further, Bidders are required to upload the scanned copy of EMD/ Bid Security on e-tender portal within due date & time, the hard copy of same must be received in CUGL office, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 5 days from the Bid Due Date.

Sr. Manager (C&P)
Central UP Gas Ltd,
UPSIDC Complex 7th Floor, A-1/4,
Lakhanpur, Kanpur,
Uttar Pradesh 208024

Bidders are required to submit the EMD in original by Bid Due Date and Time or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Bid Due Date and Time, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 5 days from the Bid Due Date, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.1.2 FORM-II : “PRICE BID – NOT TO OPEN WITH TECHNO-COMMERCIAL UN-PRICED BID”-PART-II

11.1.3 Part-II: PRICE BID

Part-II of the BID shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document. CUGL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below:

Note

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount/rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall

be considered for Award and the same will be conclusive and binding on the Bidder.

- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation. In case, any of the bidders offers discount/rebate / downward revised prices, the same shall not be considered for evaluation and their bid will be evaluated as per the original price bid. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.1.4 NA

12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).

- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.

12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide

description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place in Price Schedule.

13 TAXES & DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL’s account.

Beyond the contractual delivery period, in case CUGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period

shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case CUGL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to CUGL' account.

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

If input tax credit is not available to CUGL for any reason not attributable to CUGL, then CUGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/setoff /recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by CUGL to the Suppliers.

- 13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.
- 13.9 CUGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where CUGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

- 13.10 In case the GST rating of vendor on the GST portal / Govt. Official website is negative / black listed, then the bids may be rejected by CUGL. Further, in case rating of bidder is negative / black listed, after award of work for supply of goods / services, then CUGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.
- 13.11 **Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may not do the above and quote their prices accordingly.

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1 The bid shall remain valid for acceptance for 4 (four) months from the bid due date. Owner/Employer shall reject a bid valid for a shorter period for being non-responsive.
- 15.2 In exceptional circumstance, prior to expiry of the original bid validity period, the Owner/Employer may request the bidders extend the period of validity for a specified additional period. The requests and the Responses thereto shall be made in writing (by fax/ post / e-mail). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause in all respects.

16.0 EARNEST MONEY- NOT APPLICABLE FOR THIS TENDER

- 16.1 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**' or '**Letter of Credit**' **as per the format given in Form -4/4A 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.

In case 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.

The documentary evidence/certificate in support of being registered with NSIC/DIC 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.

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.

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender .
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.
- 16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

17.0 PRE-BID MEETING

17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

18.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original" in addition, the bidder shall submit 1 copy of the bid clearly marked as "Copy". In the event of any discrepancy between the original and the copy, the original will govern.

18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.

18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CUGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CUGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. CUGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. CUGL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

(a) BEC

- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (m) Force Majeure& Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0 NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

22. WEB PORTAL FOR Bid Submission online <https://etenders.gov.in> For More information please visit our Website and find the attached General Instruction for online bid submission..

22.2 Bid must be submitted through e-tender mode in the manner specified in Tender Document.

No Manual/ Hard Copy (Original) Bid shall be acceptable.

23.0 DEADLINE FOR SUBMISSION OF BID

23.1 The Bid must be submitted at the address as specified in clause 22.0 above not later than the time and date as specified in Section-I, IFB.

- 23.2 The Employer may, in exceptional circumstances and at its discretion,, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately.
- 23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

24.0 LATE BIDS

- 24.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of CUGL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder or submitted incomplete in the e-tender Portal within the stipulated time, such EMD/ bid security shall be returned and such bid shall not be considered.

- 24.2 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.
- 25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by fax /post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.

25.4 No bid shall be allowed to be withdrawn/modified 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/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.

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

26.0 OWNER/EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner/Employer reserves the right to accept or reject any bid, and to annual 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 bidder or any obligations to inform the affected bidder or bidders of the ground for Owner/Employer action.

D. BID OPENING AND EVALUATION

27.0 BID OPENING

27.1 Unpriced Bid Opening :

CUGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the tender document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

27.2 Priced Bid Opening:

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

27.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

28.0 PROCESS TO BE CONFIDENTIAL

28.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such Process.

28.2 Any efforts by a bidder to influence the Owner/Employer in any manner in respect of Preparation of Bidding document & further evaluation of bids will result in the rejection of that bid.

29.0 CONTACTING THE OWNER/EMPLOYER

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

30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

30.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

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

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

- a) If accepted would,

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

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

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

30.6 CUGL reserves the right to seek any clarification from the bidder, if required on the submitted document for evaluating their bid, the same shall be asked.

31.0 PRICE BID OPENING

The Owner/Employer will open priced bids of all techno-commercially acceptable bidders.

32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

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

33.0 CONVERSION TO SINGLE CURRENCY

All bids to submitted in INR.

34.0 EVALUATION AND COMPARISON OF BIDS

34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB Cl. No.28.

34.2 The evaluation & Comparison of all the responsive bids for supplies/works/services to be arrived at the lowest evaluated offer as Under (i) the evaluated price of bidders shall include the following:

- I. Total price quoted by the bidder (including Taxes & duties).
- II. Technical loading if any as per Technical specification.

34.3 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

Criteria No. 1 - The bidders who have got the higher average turnover in any of the last 03 (three) Financial Year.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in the last Financial Year.

34.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more that 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected

35.0 POST QUALIFICATION

35.1 In the absence of prequalification, the Owner/Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

35.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the Owner/Employer deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A Negative determination will result in rejection of the bidders bid.

F - AWARD OF CONTRACT

36.0 AWARD

36.1 The Owner/Employer will award the contract to the successful bidder (s) whose bid has been determined to be Substantially responsive and/or have been determined as a lowest on least cost to Owner/Employer and is determined to be qualified to satisfactorily perform the Contract.

37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

37.1 Prior to the expiration of period of bid validity, Owner/Employer (CUGL) will notify the successful bidder in writing by Post/Fax/E-mail to be confirmed in writing, that his bid has been accepted. The notification of award/Fax of Intent will constitute the formation of the Contract.

37.2 The Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).

37.3 The notification of award will constitute the formation of a Contract.

37.4 Upon the successful bidder's/ Contractor's CPBG/SD shall promptly discharge his EMD.

38.0 SIGNING OF AGREEMENT

38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor/Service Provider).

38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

39.0 PERFORMANCE GUARANTEE – NOT APPLICABLE FOR THIS TENDER

39.1 Pursuant to SCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The

Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.

- 39.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

40.0 CONTRACT EXTENSION

- 40.1 The contract may be extended upto 6 months on same Prices and discounts, if any and other terms & conditions upon satisfactory performance.

41.0 CORRUPT AND FRAUDULENT PRACTICES

- 41.1 The Owner/Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

- 41.2.1 The Owner/Employer will declare a firm ineligible for a period pursuant to clause as per tender.

42.0 INCOME TAX & CORPORATE TAX

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

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

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

44.0 FORCE MAJEURE:

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.

45.0 In case L-1 bidder denied executing the job, then job will be awarded to the L-2 bidder subject to the matching of L-1 bidder's rates.

In case L-2, bidder does not match the L-1 rates, then L-3.....and so on bidders shall be asked to match the L-1 rates until all such options are exhausted.

46.0 In case L-1 bidder denies / do not execute the job after placement of LOI, then the bidder (L-1) will be placed on holiday for the period of 01 year from the date of issue of letter.

47 EVALUATION OF PERFORMANCE

Performance of the contract awarded shall be evaluated as per vendors evaluation policy of CUGL which is available on CUGL website.

48.0 EVALUATION METHODOLOGY:

EVALUATION OF BID SHALL BE DONE ON FOLLOWING BASIS:-

- (i) Evaluation of the techno-commercial bid will be done first.
- (ii) Only the bids that are meeting the Technical Bid Evaluation Criteria and substantially responsive to the Bid conditions would become eligible for the opening of the priced bids.
- (iii) Techno Commercially qualified bidder with lowest total quoted amount shall be rank as L-1 and the rest of the bidder would be rank L-2, L-3 and so on based on ascending order of total quoted prices as mentioned in the tender document.
- (iv) CUGL reserves the right to reject any or all bids without assigning any reason thereof and CUGL's decision in this regard shall be final and binding on all the bidders.

OTHER CONDITIONS

- a. The entire scope of coverage as specified in the Bidding Document shall be treated as Insurance Contract.
- b. The bidder shall quote the premium rates and total premium against respective areas of coverage for respective sum insured as per format of price Schedule . The total premium will be inclusive of all expenditures to be incurred by the bidders and applicable taxes, duties, GST and surcharge etc. and no expenditure other than those quoted in the SOR will be paid by CUGL on any account for the defined scope of coverage.
- c. All premium rates & Total premium to be quoted by the bidders will be in Indian Rupees only on firm price basis and shall remain valid during the currency of the policy.

Insurers are free to carry out inspections at site at their cost and risk, if so desired for this purpose. They may examine the site and its surroundings and obtain all information that may be necessary for preparing the bid.

49.0 TERMS OF PAYMENT: The premium shall be paid in advance on Annual basis or at the time of renewal of Policy if applicable.

FORMS & FORMATS

SECTION-IV

F-1

BIDDER'S GENERAL INFORMATION

To,
Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhapur
Kanpur-208024
India_____

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

| | | |
|---|--|--|
| 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 & IFSC Code | |
| 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-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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. Power of Attorney*
8. Duly certified document from chartered engineer and or chartered accountant.

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

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

F-4
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, Lakhanpur
Kanpur-208024

India

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend

"Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

F-5
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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:

F-6

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

To,

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

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:

F-7
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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-8
AGREED TERMS & CONDITIONS

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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. No. | 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 Goods & Service Tax thereon | GST----- Total % |
| 5. | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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 Nationalised 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). Confirm that printed terms and conditions of bidder are not applicable. | |
| 11. | Confirm your offer is valid for 4 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 Validity | |
| 13. | Copy of Cancelled Cheque | |
| 14. | Confirm acceptance to all provisions of ITB | |
| 15. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid. | |
| 16. | 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. | |
| 17. | 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. | |
| 18. | All correspondence must be in ENGLISH language only. | |
| 19 | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids. | |
| 20 | 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-9
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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

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-10
UNDERTAKING ON LETTERHEAD

To,

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

| 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 & phone nos. of Client. | Value of Contract/Order (Specify Currency Amount) | Date of Commencement of Services | Scheduled Completion Time (Months) | Date of Actual Completion | Reasons for delay in execution, if any |
|--------|-----------------------------|----------------------|--|--------------------------------|---|----------------------------------|------------------------------------|---------------------------|--|
| (1) | (2) | (3) | (5) | (6) | (7) | (8) | (9) | (10) | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

F-12

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:

| | 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. | | X |
| 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. | | X |
| 7.0 | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). | | |

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

F-13

BIDDER'S QUERIES FOR PRE BID MEETING

To,
Central UP Gas Limited,

7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/14

SUB : Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

| 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 : _____

Scope of Work (SOW)

Section - V

Scope of Work

SCOPE OF WORK FOR THE RENEWAL OF INSURANCE POLICY FOR CUGL'S ASSETS FOR THE PERIOD OF 2026-2027

| Sr No. | Policy Type |
|--------|---|
| 1 | Standard Fire and Special Perils Policy for All Assets at CNG Stations |
| 2 | Annual Storage cum Erection Cover / Annual Erection All Risk Insurance |
| 3 | Special Contingency Policy (All Pipeline infrastructure Including Gas Loss & Gas Venting) |
| 4 | Special Contingency Insurance Policy - Movable cascades |
| 5 | Burglary & Housebreaking Insurance Policy |
| 6 | Money Policy |
| 7 | Fidelity Policy |
| 8 | Electronic Equipment Insurance Policy |
| 9 | Portable Equipment Insurance Policy |
| 10 | Marine Inland Open Policy |
| 11 | Commercial General Liability Policy |
| 12 | Directors and Officers Liability |
| 13 | Public Liability Act Policy |
| 14 | Cyber Risk / Security Insurance Policy |
| 15 | Commercial General Liability (CGL) for Pipeline Crossings |

1 Standard Fire and Special Perils Policy for All Assets at CNG Stations All Dispensers, Stocks at Various Godowns and assets at FRS, DRS, MRS, Odorizing Units, Office. And assets of CUGL at various OMCs.

(Note: All Assets which are part of Sum Insured shall be considered for coverage whether it has been mentioned separately or not.)

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|--------------|---|--|---------------------------|
| 1 | Standard Fire and Special Perils Policy | SFSP, EQ, STFI, Terrorism and various Add-on Cover | As per SOR attached |

A. All assets installed/kept at CNG stations, spread across GA's and CNG Stations

| Sr. No | Asset details |
|---------------|---|
| 1 | Compressor packages include CO2 flooding system, VFD panel, air compressors and other allied assets etc. |
| 2 | Stationery Cascades at CNG stations |
| 3 | Buildings (Civil Work at Station and Control Rooms at CNG Stations) and Signages |
| 4 | Furniture & Fixtures at CNG stations and Control Rooms |
| 5 | Fittings and Electrical Installations |
| 6 | Metering Skids |
| 7 | Gas Gensets and Air Compressors |
| 8 | Cables, Tubing's, Fittings and Valves |
| 9 | Other assets at CNG stations such as Fire Fighting Equipment, Surveillance camera and attached equipment (Server, UPS, Rack, Switch, Pole, Hard Disk, Monitor), water purifier, water cooler etc. |

Total CNG stations which are to Insured/Cover are 88 in numbers approx., further breakup of the same will provide at the time of issue the policies.

Central U.P Gas Limited. is planning to commission approx. 5 CNG stations for an approx. INR 20 Cr in FY 26-27 premium shall be paid as and when commissioned.

B. Dispensers:

The policy will be an All-Risk policy covering damages to dispensers. The policy should also cover impact damages from Central U.P Gas Limited own road vehicles, cranes, LCV etc. along with bursting & overflowing of water tanks & will also cover Hose pulling by vehicles in CNG Stations located all across Geographical area.

Total Sum Insured: INR 26 crores

Deductible for the policy shall be INR 5000 Flat.

C. All Assets at FRS,DRS, MRS, PRS, Odorising Unit at Pipeline Infrastructure

CUGL has regulatory systems and odorizing units all across Geographical area under them. The ambit of this policy shall cover all coverage mentioned above.

Total Sum Insured: INR 7 crores

Note:

- FRS: Field Regulating System
- FRS is a Pressure regulating station installed within the city meant for gas supplies to multiple customers.
- FRS reduces pressure of steel pipeline to about 4 bar which is then supplied to Domestic / Commercial / Industrial customers via PE pipeline networks.
- MRS: Meter Regulating System
- MRS is Pressure regulating station installed within the customer premises and it supplies gas to single customer. MRS reduces pressure of MDPE pipeline from 4 bar to 500 mbar to 2 bar depending upon the requirements of the customer.
- It comprises of custody transfer meter based on which consumption is measured and billing is done.
- Deductible for the policy shall be 5% of the claim amount subject to a minimum of Rs. 10,000/-

D. Stocks (On Floater Basis)

The insured value for Fire Insurance of store includes the value of stock in stores etc. and value of material moved from warehouse/stores to warehouse/stores, site to site and between warehouse and site and miscellaneous stock at all Central U.P Gas Limited control rooms, workshops etc. The policy shall cover material at stores, kept inside the store building, open area and kaccha construction and stock at all control rooms, workshops etc. The cover should be on floater basis and without any restrictive warranty/conditions particularly on open storage and basement.

At present Central U.P Gas Limited is maintaining stores at **Kanpur, Bareilly and Jhansi** and various workshops/control rooms at different locations as follows:

| Sr No | Policy Type | Policy Details | Sum Insured |
|----------------|----------------------------------|---|-------------|
| 1 | Fire -Floater Declaration Policy | DESCRIPTION: Various Assets including but not limited to Compressor, Dispensers, Cascades and Metering Skid, Stocks at various location | As per SOR |
| Store Location | | Location Address | |
| Kanpur | | 1. Kanpur warehouse Central UP Gas Limited Near DPS school | |

| | |
|-----------------------------|--|
| | Mainawati Marg Kanpur- 208017 |
| Bareilly | 1. Central U.P Gas Limited Store House No. 1 (Basement) Panchsheel Nagar, Pilibhit Bye Pass Road, Bareilly. Pin-243001 2. Central U.P Gas Limited Warehouse Plot No. 2 Sector-4, Ramganga Nagar Dohar Road Bareilly Pin-243006 3. Central U.P Gas Limited Pershakheda (DRS) Khasra No. 842,843 Village- Hyderabad Urf Khadaua, Rampur Road, Near Renault's Showroom, Parsakhera Industrial area Bareilly (U.P) Pin-243502 |
| Jhansi | 1. Jhansi Warehouse, 790, Maujha Lehergird, Behind Jhansi Homes, Jhansi-284003 |
| Unnao | NA |
| Assets At OMC Location's | Kanpur- N K Fuels, Nawabhganj, Mishra Filling Shklaganj, Unnao, Juhi CNG Sttaion Bareilly- Krishna Filling station, Gangwar Fuels, Air force station, Bareilly Cantt Bareilly. Jhansi- Anand Filling Stations Jhansi |

Total Sum Insured: INR 42 Crores (Included in the total SI). Among INR 42 Cr. of SI the maximum SI at one location is INR 22 Cr.

In addition to the above, Central U.P Gas Limited has miscellaneous stock at various PNG & CNG control rooms, storage locations, workshops etc.

Description of Assets:

The nature of material stored are mainly but not limited to Compressor packages, Engines, Dispensers, Cascades, HDPE Pipes & Fittings, Steel Pipes & Fittings, MDPE Pipes & Fittings, GI Pipes & Fittings, Spare Parts, inflammable oil and various other types of inventories.

Deductible for the policy shall be 5% of the claim amount subject to a minimum of Rs. 10000/-.

E. For Office & Stores:

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|-------|---|---|--------------------|
| 1 | Fire and Special Perils policy - Office | Building, Furniture, Fixture, Fittings, Office Equipment, IT Equipment and other Electrical & Electronic Equipment and Fittings | As per SOR |

These assets include Office/Stores Building (Civil) and Other than civil equipment's, Central U.P Gas Limited. owned stores at various locations, control room, any other locations & All Assets in buildings. Locations include basement exposure and assets are kept at basement premises

Coverages and Add-on listed are below:

| Sr. No | Coverage / Addon's | Limits |
|--------|--|---|
| 1 | Standard Fire and Special Perils | Full Sum Insured |
| 2 | Storm, Tempest, Floods & Inundation. | Full Sum Insured |
| 3 | Riot Strike & Malicious Damages. | Covered |
| 4 | Omission to insure additions, alterations and extensions during the year | 5% of the total Sum Insured. |
| 5 | Waiver of Under Insurance | up to 15% of the Total Sum Insured. |
| 6 | Impact damage due to insured's own road vehicle, crane, LCV etc. | Full Sum Insured |
| 7 | Terrorism | Full Sum Insured . |
| 8 | Escalation in replacement cost | Up to 10% of BMA (excluding Stocks) |
| 9 | Earthquake Fire and Shock | Full Sum Insured |
| 10 | Bursting and Overflowing of Water Tanks | Covered |
| 11 | Loss Minimization Expenses | Up to INR 5 Crores |
| 12 | Accidental Damage Cover | Up to INR 5 Crores |
| 13 | Minor Works Extension | Up to INR 5 Crores |
| 14 | Fire Extinguishing & Fire Fighting Expenses | Up to INR 5 Crores |
| 15 | Unnamed Location/ New Location Cover | Up to INR 5 Crores |
| 16 | Employees Personal Property and Personal Effects | Up to INR 5 Crores |
| 17 | Removal of debris | In excess of 3% up to INR 5 Cr per location |
| 18 | Architect, surveyor, and consulting fee | In excess of 1% up to INR 5 Cr per location |
| 19 | Decontamination and Cost of Clean Up Expense | Up to INR 5 Crores |
| 20 | Cost of Re-Writing Records | Up to INR 5 Crores |
| 21 | Cover of lubricating oil, oil in transformers, machine foundations etc. | Up to INR 5 Crores |
| 22 | Contract Works/Minor Works clause | Up to INR 5 Crores |

| | | |
|----|--|--|
| 23 | Expediting Expenses incl. Air Freight | Up to INR 5 Crores |
| 24 | Additional Custom Duty | Up to INR 5 Crores |
| 25 | Shut down and startup expenses | Up to INR 5 Crores Per Location |
| 26 | Protection and Preservation of Property | Up to INR 5 Crores |
| 27 | Roads Pavements and Street Furniture | Part of total Sum Insured |
| 28 | Nominated Adjuster Clause | Shall be mutually agreed post placement of the Policies. |
| 29 | Waiver of Subrogation | Agreed |
| 30 | Involuntary betterment | Up to INR 5 Crores |
| 31 | Sue & Labor charges | Up to INR 5 Crores |
| 32 | OEM clause | 25% |
| 33 | Spoilage of material | Up to INR 5 Crores |
| 34 | Acquired company clause | Covered |
| 35 | Pair & set Clause | Up to INR 5 Crores |
| 36 | Claim Preparation Clause | Up to INR 5 Crores |
| 37 | Designated Property Clause | Covered |
| 38 | 72 hours clause | Covered |
| 39 | Appraisement Clause | Covered |
| 40 | Traces and access (Finding cost) | Up to INR 5 Crores |
| 41 | Sprinkler Upgradation Cost | Up to INR 5 Crores |
| 42 | Deliberate Damage Clause | Up to INR 5 Crores |
| 43 | Control of Damage Property Clause | Up to INR 5 Crores |
| 44 | On Account Payment Clause | 75% of Claim Amount |
| 45 | Free Automatic Reinstatement Clause | Covered |
| 46 | Immediate Repair Clause | Up to INR 5 Crores |
| 47 | Asset Register Clause | Covered |
| 48 | Cost for Modification of the Foundation due to Replacement or Reinstallation of Damaged Machine at any CNG Station | Up to INR 5 Crores |
| 49 | Broad Water Damage Clause | Up to INR 5 Crores |
| 50 | Adjoining Building Clause: The insurance by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each of the building covered hereby – It is a part of total Sum Insured. | Covered |
| 51 | Basis of Claim Settlement | Reinstatement Value Basis & Market value for stocks |
| 52 | Inclusion of Non-Invalidation Clause | Covered |

The addon limits should be considered as 10% of Sum Insured subject to maximum of 5 Cr. of respective location.

The above Add-on covers, and clauses will be applicable to all the Asset Classes (As mentioned for A to E) covered under the Policy.

Deductible:

Fire Insurance:

5% of claim amount subject to a minimum of Rs. 10000/-.

Note: Deductible shall be applicable on the Sum Insured / Value of the affected part of the equipment/ assets only and not as per location wise.

2. Annual Storage cum Erection Cover / Annual Erection All Risk Insurance

Central U.P Gas Limited, the Principal, and/or Other Contractors & and sub-contractors of every tier, consultants and engineers and / or associated and / or subsidiary and/or owned, controlled , Joint venture companies, for their respective rights & interests for each project as the case may be.

Coverage as per the Standard EAR / CAR policy. The policy should cover all the ongoing projects including CNG (Compressed Natural Gas) Plants/stations, PNG Lines , offices, Training centres etc. and any other project CUGL may start during the policy period.

Note: The policy shall cover materials till it is ready for commercial use including storage, testing and commissioning period.

Subject matter of Insurance:

| | |
|---|---|
| Period for Storage cum Erection and Testing: | 12 months (including 1 month testing period) |
| Maximum per project period: | 12 months including 1month testing |
| Estimated Total Project Cost (2026-27): | INR crores |
| Initial Sum Insured (2026-27): | INR crores. |

Single Project Maximum SI: INR Cr.

Maximum per project period: 12 months including 1 month testing.

- All projects declared during the policy period will be covered for Max Project period even after the expiry of the policy period. i.e. Projects declared from 1st April 2026 to 31st Mar 2027 will be covered in annual policy till project completion.

Location: **Within CUGL operational area**

Add on Covers for SCE / EAR Policy Extensions:

| Sr. No | Addon's | Limit |
|---------------|---|---|
| 1 | Third Party Liability including Cross Liability (Including extended maintenance period) | 10% of per project cost |
| 2 | Owner Surrounding Property | 10% of per project cost |
| 3 | Removal of Debris including foreign debris , Cost of demolition, Sludge removal desilting expenses, dewatering and other expenses, including adjacent site and drills | 10% of per project cost |
| 4 | Design Defect Cover | As per DE4 for mechanical & DE3 for civil part |
| 5 | Expediting Expenses (Air Freight included) | 10% of per project cost |
| 6 | Loss Minimization Expenses | 10% of per project cost |
| 7 | Earthquake | Up to Full Sum Insured |
| 8 | STFI (Storm, Tempest, Floods & Inundation | Up to Full Sum Insured |
| 9 | Terrorism | Up to Full Sum Insured |
| 10 | Defects Liability /Extended maintenance cover | 12 months per project |
| 11 | Additional Custom duty | 10% of per project cost |
| 12 | Waiver of Subrogation clause | Covered |
| 13 | 50:50 Clause | Covered |
| 14 | 72 Hours Clause | Covered |
| 15 | Free Automatic Reinstatement Clause | Covered |
| 16 | Professional Fees clause | 10% of per project cost |
| 17 | Amendment in Firefighting endorsement wording | |
| 18 | Non-Vitiation clause | Covered |
| 19 | Contractors Plant & Machinery | INR 50 Lakh per project cost |
| 20 | Public/ Local authorities' clause | Covered |
| 21 | Payment on Account Clause | 50% |
| 22 | Nominated loss adjuster clause | Mutual Consent on Insurer & Insured. |
| 23 | Document and Files Reproduction | 10% of per project cost |
| 24 | Destruction of undamaged insured property | Up to INR 5 Crores |
| 25 | Free Issue items | Covered if part of total sum insured |
| 26 | Omission to Insure | 5% of project cost |
| 27 | Escalation | 10% of project cost |

| | | |
|----|---|---|
| 28 | Deductible | As per erstwhile EAR/CAR tariff |
| 29 | Extension of individual Projects | Prorata extension up to 6 months subject to claim ratio below 70% |
| 30 | Declaration | To be submitted Quarterly |
| 31 | Leak search costs while laying pipeline | Covered |
| 32 | Cover for open trenches during laying of pipelines and cables | To be defined by the client before placement |
| 33 | Continuity of Cover for Unit / Plant tested but awaiting integral testing | 6 Months |
| 34 | Put to use | 6 Months |
| 35 | Waiver of FIR | for claims up to 5 lacs over and above policy deductible |
| 36 | Temporary works including but not limited to roads, camps for workers, material storage place, Buildings/sheds/site offices/support structures, portacabins | Up to INR 5 Crores |
| 37 | Salvage disposal cost | |
| 38 | Cover for offsite storage / fabrication | 10% of per project cost |
| 39 | Refund of Premium | For unutilized Sum Insured primarily |

3.Special Contingency Policy (Entire Pipeline Network Including Gas Loss & Gas Venting) for Central U.P Gas Limited. Including all Pipeline assets including FRS, DRS, MRS, PRS, Odorizing Unit at Pipeline Infrastructure.

Note: Bidders can issue any other policy which can cover below mentioned terms/risk.

The ambit of this policy would be to cover loss of or damage to insured's property caused due to unintentional act or accident from any fortuitous cause any time, losses due to but not limited to digging / hitting / riots, **accidental damage, Subterranean fire, earthquake, Terrorism, Fire STFI/AOG Perils / and all the Addons and coverages mentioned in the Sr. no. 1 of the scope of work.** or any other act by third party including terrorism and vandalism. The ambit of this cover would also include loss of gas. The coverage

Central U.P Gas Limited has around **224 kms of steel pipeline and around 3300 kms of MDPE network** across various regions in India. Central U.P Gas Limited are continuously looking to expand this network to cover all the remaining regions as well.

As Central U.P Gas Limited has started the network laying work in new Geographical areas, the total pipeline infrastructure will keep on increasing. The addition to the pipeline network will be shared and must be covered in policy accordingly.

The sum insured is inclusive of applicable Road restoration/Right of Way charges. Any restoration of accidental damage requires payment of these charges as per the prevailing rates of the municipal authorities.

- A. The line pack, i.e. natural gas flowing through the entire CUGL pipeline infrastructure + 20% venting loss. Sum Insured : **INR 2.5 Cr**

B. Loss of gas due to venting in case of draining of compressor, dispenser, metering skids, cascades and damage to filters, electro valve and flow meter of dispensers.

Sum Insured: **INR 65 Lakhs**

While the damage to the equipment's to be covered under Standard Fire & Special Perils including Accidental damages & Electrical/Mechanical Breakdown, additional venting loss due to the above-mentioned incidents shall be insured under this policy.

There are approximately 15 stations per section of pipeline network which is situated in a single loop linked to a City Gas Station (CGS). The amount of gas which can be lost due to venting (from Pipeline, Metering Skid, FRS, Compressor Packages, Dispensers, Cascades etc.) located at all these station in a loop due to these incidents, should be covered.

Deductible for the policy shall be 5% subject to a minimum of Rs. 10,000/-.

- **Assets at Kanpur.**
- **Assets at Jhansi.**
- **Assets at Bareilly.**
- **Assets at Unnao.**

| Pipeline Assets | | |
|------------------------|----------------------------|----------------------|
| Sr No | Location | Sum Insured |
| 1 | Pipeline – Kanpur | Rs. 300 Cr (aproxx) |
| 2 | Pipeline – Bareilly | Rs. 90 Cr (aproxx) |
| 3 | Pipeline – Jhansi | Rs. 45 Cr (aproxx) |
| 4 | Pipeline – Unnao | Rs. 15 Cr (aproxx) |
| | Total Sum Insured | Rs. 450 Cr. (aproxx) |

Formula /structure of calculation/estimate of Gas loss.

Gas Loss has been calculated after taking into consideration Gas Lost (in SCM) * Cost of GAS (Rs / SCM Rs. 58.50).

(However, the gas prices are variable and can change during the policy period)

4.Special Contingency Insurance Policy (Bidders can also issue policies other than SCP cover for below scope of work)

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|--------------|--------------------|--|---------------------------|
| 1 | Package Policy | DESCRIPTION: Coverage of Moving Assets (Cascades – Filled & Empty) | As per SOR |

Central U.P Gas Limited has several CNG Dispensing Stations where compression facility is not available and hence CNG is required to be moved through moveable cascades mounted on LCV's (Light Commercial Vehicles) to such stations. Further there are customers who purchase CNG directly. CNG is moved to their site through moveable cascades as well.

The policy would cover All Risks during standing, filling of Gas, in Transit, and dispensing of gas in all operational locations of Central U.P Gas Limited and CNG Stations located Geographical Area and also cover all risks. The ambit of this cover would be loss of or damage to insured's property caused due to unintentional act or accident from any fortuitous cause any time, losses due to Impact/hitting/riots, earthquake, fire or any other act by third party including terrorism and shall include gas loss.

(A) Movable cascades: Single day movement
of cascade INR 10 Lakhs

- Waiver of Underinsurance Clause- **Up to 15%**
- EQ + STFI+ Terrorism
- 72 hours clause.
- Burglary including Theft.
- Accidental Damage
- Settlement of claims will be on Reinstatement basis .

The deductible amount for this Policy would be Rs. 5,000 flat.

5.Burglary & Housebreaking Insurance Policy

Coverages:

Burglary, Theft, RSMD & Robbery.

Total Sum Insured for below sections will be INR crores as per following:

- a. Stocks in Stores/Godowns, Control rooms, workshops etc.: INR crores (on floater basis) -
- b. Office & Store Equipment- (Other Than Civil): INR
- c. CNG Stations: Total SI INR (On First Loss Basis 25% -

The insured value for burglary policy of stores / godown's includes the value of stock in stores and value of material moved from warehouse/stores to warehouse/stores, site to site and between warehouse and site and miscellaneous stock maintained at all Central U.P Gas Limited control rooms. The policy shall cover material at stores, kept inside the store building, open area and Kaccha construction within the premises of storage area and stock at control rooms/workshops etc. The value may interchange between the stores very frequently and drastically.

Coverage as per Assets mentioned in Fire & perils policy.

Deductible for the policy shall be INR 5000 Flat.

6. Money Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Lakh |
|-------|--------------|--|---------------------|
| 1 | Money Policy | Money in Transit, Money in Safe, Money in Till with SRCC & Terrorism | As per SOR |

At present there are 7 CUGL owned CNG stations (in Kanpur & Bareilly) where CNG is sold against cash tendered by customers. The number of CNG stations will keep on increasing throughout the year. Money is collected by Driveway Salesman (DSM) in the station. The DSMs are not the direct employee of CUGL hence not on the pay roll of CUGL. They are the employees of operators to whom station administration has been assigned; they are the extended arms of CUGL. DSMs consolidate, sort, bundle & deposit the cash in chest. The bank collects the cash from CNG station and gives CUGL the credit next day. As per agreement with bank, bank takes necessary insurance policy covering risk from the time of collection till depositing in bank and giving credit to CUGL. CUGL's risk is over after handing over of the cash to bank in the CNG station.

Coverages:

The risk coverage required under the Money Insurance policy includes the following:

1. Cash in defender safe and drop in safe at any time for each CNG station – INR 25 Lakhs
2. Cash on counter at each CNG station including cash on the table- INR 25 Lakhs
3. Cash on forecourt of CNG station including cash in salesman bag- INR 25 Lakhs
4. Cash in two safes at corporate office-
5. Infidelity by cash carrying employees
6. Terrorism Cover

Further, the policy shall have the following overall limits- **INR 1 Cr.**

Deductible for the policy shall be 2% of the claim amount subject to a maximum of Rs. 5,000/-.

The insured value for this policy has been worked out with following assumption:

1. Maximum cash sales (cash accumulation in a day) Rs. 5 lacs per station.
2. Maximum continuous non-pick-up days due to bank holidays/ national holidays/ Political mourning/Death of a dignitary/ or any other unforeseen situation is 5 days. That means there may be accumulation of cash for 5 days continuously in any station.
3. Cash in transit from/to-bank/office/stations/any other Central U.P Gas Limited locations and vice versa.

4. Cash can be deposited on continuous or alternative days for regular pickup and non-pickup days as per Central U.P Gas Limited decision.

7.Fidelity Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|-------|-----------------|--|--------------------|
| 1 | Fidelity Policy | Fidelity Guarantee insurance in respect of all CUGL employees and contractual staff (Unnamed Persons) on Floater basis | As per SOR |

Coverages:

Central U.P Gas Limited employees are not allowed to carry cash at any given point in time. The ambit of this policy must cover fraud, dishonesty committed by any Permanent/Contractual employee. The policy must cover all the employees of Central U.P Gas Limited. on an unnamed basis.

Sum Insured: INR .00 Cr. As per SOR
Per employee: INR Lakhs
Per event limit: INR Lakhs

Additional Covers:

Auditors' Fees

Stocks are included

Add discovery period clause

Deductible for the policy shall be 5% subject to a minimum of Rs. 5,000/-.

8.Electronic Equipment Insurance Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Lakh |
|-------|---------------------------------------|------------------------------|---------------------|
| 1 | Electronic Equipment Insurance Policy | Various Electronic Equipment | As per SOR |

Coverages:

A. Electronic Equipment All across geographical area

The policy shall cover all electronic equipment including mainly but not limited to **Computer, Desktop, Printer, Server, UPS and all other electronic equipment's owned or rented by insured.**

Addon:

Waiver of under insurance up to 15% ,

Maximum depreciation to be charged as 20% .

The deductible for the policy shall be as per normal minimum deductible under standard EEI Policy.

9. Portable Equipment Insurance Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Lakh |
|-------|-------------------------------------|---------------------------------------|---------------------|
| 1 | Portable Equipment Insurance Policy | Various Portable Electronic Equipment | As per SOR |

Coverages:

The policy shall cover all laptops and tablets, iPads and other portable electronic equipment including all electronic handheld devices used under the business operations of the CUGL by the officials.

Flat deductible of INR 2,500

Sum Insured: **INR As per SOR**

- 1) Waiver of Survey for Claims up to INR 100,000
- 2) Waiver of FIR for Claims up to INR 50,000
- 3) Basis of Indemnity – Reinstatement Value Basis
- 4) Territory/Jurisdiction: Worldwide
- 5) Electrical/Mechanical breakdown
- 6) Waiver of underinsurance up to 15%.

10. Marine Inland Open Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|-------|---------------------------|---|--------------------|
| 1 | Marine Inland Open Policy | Transit Cover for Machinery Including but not Limited to Compressor, Cascade, Metering Skid, Dispensers, and other PNG Equipment, FRS, DRS, MRS, Odorizing unit, etc. | As per SOR |

Coverages:

Coverage will be on an all-risk basis under Marine Open Declaration Policy. This Marine Insurance Policy will be as per ITC 'A' clause- 2010 on warehouse-to-warehouse basis and anywhere in India to anywhere in India. The Insurers are not allowed to exclude any coverage under the ITC 'A' Clause 2010. The cover is required mainly for movement of Equipment (including compressor engines, dispensers, cascades) cylinders,, meters skids, meters, regulators, ethyl mercaptan, miscellaneous stores and spares etc. from warehouse to Central

U.P Gas Limited. Sites/workshops/Offices/CNG Stations and site to site to and fro, movement anywhere in India.

It would include all kind of losses arising out of accident, pilferage, loading and unloading, any damage during transit, Fire, Sinking, shortage, Non Delivery/Short Delivery, Theft, leakage, breakage, contamination, collision, water damage, earthquake, lighting, vandalism, riots strike , terrorism, other perils depending on nature of commodity, and all other perils normally covered under Marine Policy ITC 'A' clause.

Nature of products: Mainly but not limited to Equipment like compressor engines, dispensers, cascades cylinders, metering, skids, meters, regulators, ethyl mercaptan, and any other Machinery/Equipment/Part or any such assets of the CUGL.

LNG is location to processing centre. The same is transited to centre in a container

Total Sum Insured: INR 3.0 Crores
 Per bottom/sending Limit: INR 3.0 Crores
 Per location limit: INR 3.0 Crores

Basis of valuation for claim will be Invoice + Freight + 10%.

Cover on ALL RISK Basis as per ITC – A Clause Plus SRCC
 Additional Clauses / Additional Covers

| Sr. No | Coverage / Addon's | Limit |
|---------------|---|--|
| 1 | Concealed Damage Clause | 60 Days |
| 2 | Waiver of Subrogation for claims | Up to INR 100,000 |
| 3 | Waiver of FIR for Claims | Up to INR 100,000 |
| 4 | Deliberate Damage/Pollution Hazard Clause | Required |
| 5 | Returned Shipments Clause | Required |
| 6 | Multi Transit Clause | Required |
| 7 | Loading & Unloading Cover | Required |
| 8 | ROD Clause | Required |
| 9 | Buyers Interest Clause | Required |
| 10 | Accumulation Clause | Required |
| 11 | Waiver of Survey for Claims | Up to Rs 5 Lacs |
| 12 | On - Account Payment of Claims | Up to Rs 50 % of Assessed Loss for Losses above Rs 10 lacs |
| 13 | Seal intact clause to be incorporated | Required |
| 14 | Nominated loss adjustors | Required |
| 15 | Description for CAPEX to include- New/Old CAPEX Machinery, P&M, tools, equipment's, spares etc. | Required |
| 16 | Pair & Set clause | Required |
| 17 | Machinery replacement clause to be incorporated | Required |

| | | |
|----|--|--|
| 18 | Packing items will be covered | Required |
| 19 | Private carrier warranty clause | Required |
| 20 | Part/Transshipment shipment clause | Required |
| 21 | Claims where recovery rights not protected | To be settled on non-standard basis at a deduction of 10% of admissible losses |
| 22 | Debris removal clause | Required |
| 23 | Premium adjustment clause | Required |
| 24 | Brand & label clause | Required |
| 25 | Packing- Customary | Required |
| 26 | Extending Duration clause | Required |
| 27 | Stock transfer/Interunit transfer clause | Required |
| 28 | Container clause | Required |
| 29 | Termination of transit clause extended by 30 days. | Required |
| 30 | Missing good clause of 90 days. | Required |
| 31 | Deviation clause | Required |
| 32 | Overloading needs to be covered. | Required |
| 33 | Debris Removal Clause | Required |
| 34 | Errors & Omissions Clause | Required |
| 35 | Civil Authority Clause | Required |
| 36 | Negligence Clause (IND/NIC/2020/20) | Required |
| 37 | Packing Clause(IND/NIC/2020/25) | Required |
| 38 | Sorting Charges Clause (IND/NIC/2020/29) | Required |
| 39 | Control of damaged goods clause | Required |
| 40 | Repacking Clause | Required |
| 41 | Used / second-hand items | Covered as per ICC 'B' / ITC 'B'+ TPND |

The deductible amount for this Policy would be **FLAT** INR 5,000

11. Commercial General Liability Policy

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|-------|-------------------------------------|---|--------------------|
| 1 | Commercial General Liability Policy | Third Party Liability Policy covering Bodily Injury and Property Damage | As per SOR |

Coverages:

The policy would cover public liability / property damage (Bodily Injury and Property Damage of third party including Bodily Injury and Property Damage of **CUGL** customers) (Definition of customer means all retail (PNG Domestic) / Industrial/ commercial / Third party customer, the risk covered is property damage and Bodily injury at customers premises, damage to their property or bodily injury or both or causing damage / bodily injury to third party due to any accident at customer premises or on their infrastructure / assets installed at any location) etc. due to any incident of **CUGL's** business operations/infrastructure network including CNG stations commissioned and

noncommissioned; Pipeline network LCV Cascade/stores and spares movement in all current and future operational locations across India, Projects which are executed through contractors, vendors, liability coverage shall also be extended under this policy and shall cover the following:

1. Transportation risk extension
2. 72 hours Sudden and Accidental pollution risk
3. Fire Damage: INR 250,000 per occurrence (without deductible and on a No-fault basis).
4. Medical Expenses: INR 100,000 per person (without deductible and on a No-fault basis).
5. Food and Beverages Cover
6. Act of God Perils
7. Lifts and Elevators
8. Damage to Property in the Care, Control or Custody of the Insured
9. Sub-contractors/Contractor Extension
10. Terrorism Liability coverage
11. Discharge of Treated Effluents – Up to 10 KM
12. Additional Insured Cover where required by written contract vicarious clause
13. Waiver of Subrogation Cover where required by written contract
14. Non-Cancellation Clause
15. Control Group Clause
16. Insured definition to be amended to include Temporary workers
17. Insured definition to include all subsidiaries.
18. No Designated Premises Clause to be in the policy. Policy to cover all owned, occupied and leased premises by the Insured in India including area of operations through pipelines and all other proposed locations.
19. Duty and Right to Defend
20. Retroactive date
21. Order of payment clause to be incorporated
22. Travel of executives for non-Manual visits worldwide territory & jurisdiction
23. Cover for Exhibition /promotional events
24. Primary & Non-contributory clause
25. Libel & Slander coverage , personal & advertising injury (
26. Cover for renovation, refurbishment, alteration to existing property in excess of EAR
27. Incidental Medical Malpractices
28. Advancement of Defense cost
29. Personal & Advertising Injury including but not limited to libel & slander.
30. Valet Parking/Garage keepers Extension (without limitation to no. of events)
31. Claim series clause
32. Cross liability clause
33. Automatic Subsidiary coverage
34. Hired & Non-owned Automobile liability
35. Technical Collaborator Extension
36. Vendor's liability extension
37. The policy covers Third Party Liability for loss of or damage to product pipeline, cost of repair / replacement for material damage and / or any other property including loss of petroleum products, third party claims and consequential losses to third party (like GAIL/HPCL/BPCL/IOCL

etc.). and their customers while crossing it for / in course of laying gas pipeline by M/s. Central U.P Gas.

38. Extended reporting period – 90 days at nil premium and 365 days and 50% Annual Premium

The deductible amount for this Policy would be 0.1% of the claim amount subject to a maximum of INR 100,000 each and every claim.

12.Directors and Officers Liability

| Sr No | Policy Type | Policy Details | Sum Insured In Cr. |
|--------------|---------------------------------------|-------------------------------------|---------------------------|
| 1 | Director and Officer Liability Policy | Covering all Directors and Officers | As per SOR |

The policy must cover the following for all employees, any loss arising out of any claims including D&O Claim, Securities Claim, Formal Investigation and EPL Claim. Losses include but are not limited to:

- a) Any loss that the Organization may incur, on account of mistaken actions taken in their individual capacity as Directors & Officers in pursuance of their duties under Memorandum and Articles of Association.
- b) Loss arising from claims made against them by reason of any wrongful Act in their Official capacity.
- c) Legal costs & expenses incurred with the written consent of the insurers arising out of prosecution (criminal or otherwise) of any Director / officer and attendance at any investigation, examination, inquiry, or other proceedings by the authority empowered to do so.
- d) Expenses incurred by any shareholder of the Company in pursuance of a claim against any Director / Officer, which the Company is legally obliged to pay, pursuant to an order of a Court.
- e) To provide indemnity to the estate of legal heirs or legal representatives of the Director / officer in the event of the Director / officer becoming insolvent.

Coverage:

| Sr. No. | Coverage / Addon's | Limit |
|----------------|---|---|
| 1 | Directors and Officers Liability Coverage . | Cover extended to include all employees |
| 2 | Company Reimbursement Coverage | Required |
| 3 | Securities Claims Coverage | Full Limits |
| 4 | Legal Representation Expenses | Directors and Officers Liability |
| 5 | Legal Representation Expenses | Company Reimbursement. |

| | | |
|----|---|---|
| 6 | Advancement of Costs & Expenses | Required |
| 7 | Outside Directorship Liability | Required |
| 8 | Civil Fines and Penalties unless prohibited by law | Required |
| 9 | Occupational Health & Safety, Corporate Manslaughter | Required |
| 10 | Dedicated Additional Limit of Liability for Directors & Officers | Sub limited to 10% of LOL in aggregate |
| 11 | Bilateral Extended Reporting Period | 90 days for NIL Annual Premium, 365 days at 50% Annual Premium. |
| 12 | Retired/ Resigned Directors and Officers | Lifetime Runoff cover |
| 13 | Emergency Costs & Expenses | Required |
| 14 | Spouses, Heirs & Representatives | Required |
| 15 | Continuity of Cover | Required |
| 16 | Crisis Expenses | Required |
| 17 | Prosecution and Reputation Protection Costs | Required |
| 18 | Insured Person's Tax Liability | Required |
| 19 | Order of Payment Clause | Required |
| 20 | Severability - Imputation of Knowledge | Required |
| 21 | Proposal - non-rescindable | Required |
| 22 | Major Shareholder | 35% or more of the issued share capital. |
| 23 | Advancement of Defence Cost | Required |
| 24 | Compensation for Court Attendance and Staff Disruption | INR 50,000 per day and INR 10,000,000 in aggregate. |
| 25 | Employment Practices Entity Cover | Full Limits |
| 26 | Employed lawyers covered as employees | Required |
| 27 | Wallersteiner Endorsement | Required |
| 28 | US FCPA & UK Bribery Act cover | Required |
| 29 | Bodily Injury & Property Damage exclusion with Carve back for defence cost & Employment Practices Claims. | Required |
| 30 | Errors & Omission exclusion with carve back for failure to supervise. | Required |
| 31 | Territory - India for Entity EPLI & Securities claims and anywhere in the world for others. | Required |
| 32 | Jurisdiction - India for Entity EPLI & Securities claims and anywhere in the world for others. | Required |
| 33 | Retro-active date | As per expiring policy for expiring limits and as on inception of this policy for higher limits |
| 34 | Pollution defense cost & shareholder derivative action | Required |
| 35 | Professional service with carve back for failure to supervise to be incorporated | Required |

| | | |
|----|---|--------------------------------|
| 36 | Insured Vs Insured Cover to be incorporated | Required |
| 37 | Public relation including crisis communication to be incorporated | Required |
| 38 | Automatic inclusion of subsidiary clause | 35% of policyholder's turnover |
| 39 | Whistle blower cover | Required |
| 40 | Bail bond & Civil Bond cost | Required |
| 41 | Extradition cost | Required |
| 42 | Pension trustee coverages | Required |
| 43 | Pandemic/Epidemic coverage | Required |
| 44 | Control Group clause | Required |
| 45 | Counselling Support Services | Required |
| 46 | Interpretive counsel expenses | Required |
| 47 | Self-Report expenses | 20% of LOI |
| 48 | Mitigation expenses | 20% of LOI |
| 49 | Spouse liability cover | Required |

Annual Turnover of **CUGL** is **INR 724 Cr for the FY 25-26**

The deductible for the policy shall be as below,

Side A – Nil

Side B - INR 100,000 (India), INR 200,000 (Rest of world) Entity EPLI – INR 750,000(India)
Entity Security - INR 750,000 (India)

13.. Public Liability Act Policy

| Sr No | Policy Type | Policy Details | Sum Insured |
|-------|---------------|----------------------------------|-------------|
| 1 | PL Act policy | Third Party Liability Act Policy | As per SOR |

Coverages:

The policy would cover public liability / property damage (Life and Assets of third party) etc due to any incident of CENTRAL U.P GAS LIMITED.'s infrastructure network and shall cover transportation risk and cover pollution risk both air and water.

Limit of Liability: INR 60 CR AOA & 120 Cr AOY

Paid Up Capital: INR 60 Crore

Turnover: INR 724 Crore

The deductible amount for AOA: AOY under this policy shall be NIL

14.Cyber Risk / Security Insurance Policy:

TERRITORY AND JURISDICTION: WORLDWIDE

Aggregate Limit of Liability & Retention:

- Limit of Indemnity Rs. 5 Crores
- General Policy Retention: Rs.25 Lakhs for each and every Cyber Attack Claim
- Business Interruption: Waiting hours period: 08 hours
- Retention for reward and psychological support expense: Nil
- Retention for Proactive Forensic expenses :- Nil

| | |
|------------------------------|--|
| Policy: | Cyber Insurance |
| Insured/Policyholder: | Central U.P Gas Limited |
| Policy Period: | 03/07/2026 To 02/07/2027 |
| Retroactive date: | Date of policy inception (First time purchase) |

Covers & Limits: (Full limits unless Sublimit is specified)

1. Cover for personally identifiable information.
2. Cover for Corporate confidential information.
3. Cover for theft/e-theft of money
4. Loss arising from unauthorized data alteration or stealing of data (including social engineering)
5. Cover for Fake president frauds.
6. Cover for Regulatory Investigations, Costs & Fines
7. Cover for Business Interruption Loss / DOS / DDOS attacks
8. Cover for Cyber Extortion and Cyber Espionage including payment of ransom, negotiation & cover for stolen ransom money.
9. Cover for Disclosure/Data Privacy Liability including but not limited to Virus/Malware attack, Introduction of malicious code or unauthorized access leading to data breach
10. Cover for Reputational Liability - Both Company's and Individual's including but not limited to Cost of appointing public relations consultants.
11. Cover for Content Liability including but not limited to Liability arising out of disparagement of products and services, defamation and infringement of intellectual property rights.
12. Cover for Conduit Liability
13. Cover for Impaired Access Liability
14. Cover for Network Security and Network Liability including Loss arising from insertion of any malicious code or virus/malware
15. Cover for Security threat
16. Cover for Security failure & System failure caused due to cyber attack
17. Cover for losses due to cyber terrorism
18. Cover for employee's unauthorized actions including but not limited to resigned, retired or serving employees.
19. Cover for man in the middle attack / cyber hacking
20. Cover for phishing attacks
21. Cover for Third party infrastructure including SAAS, all technological platforms and applications.
22. Cover for Multi-media Liability

23. Cover for reward expenses
24. Cover for Crisis Communication, PR expenses.
25. Cover for data restoration and reconstitution.
26. Cover for Notification expenses, not limited to data subjects and regulator, globally, whether mandated and/or voluntary.
27. Cover for Credit monitoring expenses including ID thefts- mandated and/or voluntary.
28. Liability arising out of outsourced activities.
29. Cover for fees of Professional consultants engaged to respond or mitigate a cyber event/anticipated cyber event (including but not limited to Forensics, Negotiators, Legal experts, IT Security experts, etc.)
30. Professional fees and emergency costs incurred during first 48 hours of a qualifying breach of data security without prior consent of the Insurer.
31. Policy to cover any professional indemnity (PI) arising on the insured due to cyber attack. This policy to act as primary and non-contributory for PI claims arising from cyber breach.
32. Policy to include any provision towards any onus & responsibility following new changes in Data privacy regulations in any jurisdiction including but not limited to EU Data privacy Legislations.
33. Waiver of Insurer's consent for incurred defense costs applicable for multimedia liability.
34. Insurer's Consent is amended for any Claim where the total claim value, including Defense Costs and Damages combined, is less than 100% of any applicable Retention, the Insured may settle the Claim without the written consent of the Insurer.
35. Cover for defense costs advancements
36. Unauthorized data exclusion to be deleted
37. Criminal Acts exclusion to be deleted
38. Intentional Acts Exclusion Deleted
39. Data risk Exclusion deleted
40. Newsworthy event amended to include material interruption & Extortion threat.
41. Unsolicited Material Exclusion Deleted 42. Securities claims exclusion to be deleted. 43. Extended reporting period- 90 days
44. Cover for Civil fines and penalties.
45. Cover for expenses incurred to quantify loss
46. Cover for all entities listed under Policyholder & all employees to be covered as insured
47. Control Group Clause
48. Cover for Pro-active Forensic and investigations costs- Cover to trigger in case of suspected events.
49. Cover for PCI DSS Fines & penalties and assessment costs
50. Cover for non-compensatory damages, including but not limited to punitive, multiple, exemplary or liquidated damages where insurable by law.
51. Cover for policy to be non-rescindable/ Cancellable.
52. Electronic Data incident coverage
53. Cover for Waiver of subrogation wherever required by contract.
54. Cover for Auto acquisition for subsidiaries- Up to 25% of insured revenues
55. Insured Definition extended to include Subcontractors working on behalf of company. Entities the company is required by contract to add as an insured under the policy, but only for wrongful acts of company.

56. Computer system definition to include leased and licensed systems by the insured, all service provider systems, cloud hosting services.
57. Breach of intellectual property except Patents and trade secrets
58. Cost of repairing, replacing and updating computer systems
59. Amended conduct exclusion.
60. Psychological support expenses
61. Theft of Personal Funds
62. Cover for Clean Up costs
63. Policy to be Primary, Non-Contributory

Note:

1. Retention Amount (Rs.) - 25 Lakhs

Non-Disclosure Agreement to be signed by the bidder as per the CUGL format.

15. Commercial General Liability (CGL) for Pipeline Crossings:

The policy covers liability for loss of or damage to gas pipelines or any other property including loss of gas, to third party claims and consequential losses to Central U.P Gas Ltd &/or their customers while crossing /in the course of laying pipeline by Central U.P Gas Ltd :

We have around 190 kms of steel pipeline and around 3300 kms of MDPE network across various regions in India. We are continuously looking to expand this network to cover all the remaining regions as well.

Now, in order to lay these pipelines, we sometime have to cross other Underground Utilities such as GAIL/BPCL/IOCL oil/gas pipelines. To obtain permission from these utility-owning agencies/authorities, we require submitting Liability Insurance to cover for any contingencies that may arise during/due to the execution of the Pipeline Crossing on part of Central U.P Gas Limited.

The coverage amount for the insurance policy is 2.5 crores per crossing for GAIL/IOCL/BPCL/Indian Railways/Other CGDs. In the past, we have submitted coverage for 2.5 cr. per crossing to BPCL. The limit of liability shall be from Rs 2.5 cr to Rs 5 cr or more per crossing. The location of such a project may vary to the limit and geography of operations of CENTRAL U.P GAS LIMITED. Tentative number of crossings in a year shall be 4.

Insurers are requested to submit rate/ premium per crossing. The premium shall be paid to the Insurer as and when such projects are undertaken.

PROCEDURE FOR CLAIM SETTLEMENT

The insurer will put in place such a claim procedure that is positive, prompt transparent and targets for 'zero' pendency status. A joint meeting between our insurance broker, potential surveyors, underwriters and CUGL will be organized by CUGL for discussing this matter. The insurer will take a fortnightly report from the surveyor to ensure the success of the procedure and keep CUGL posted.

The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 48 hours of receipt of intimation from the Insured in exceptional cases.

The surveyor shall call for all the documents in support of claim in one go and not in a piece meal manner, for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter.

If for any reasons CUGL does not respond/ provide all the particulars required by the surveyor, the insurer or surveyor as the case may shall remind within 2 weeks in writing the site.

The surveyor shall send his findings to the Insurer within 15 days of his getting the documents.

Note:

1. For Property damage claims, no FIR should be insisted upon, up to a claim of INR Rs. 2 Lakh and in case Central U.P Gas Limited finds any feasibility of registering FIR the same shall be done and informed to the Insurer but shall not be a mandatory condition.
2. Insurer shall allow Central U.P Gas Limited for a self-survey limit of claims (Property and Gas losses) up to Rs. 1 lakh.
3. Claims up to Rs.5 lacs insurer will settle the claim without insisting on the basis of Sum Insured of assets.

In case the claim is not found tenable or not settled for the claimed amount, the insurer will seek the comments of CUGL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply. In normal circumstances the claim must be settled within 30 days from the date of first information, net of the time taken by CUGL for responding to surveyor's/ underwriter's comments. Insurer or surveyor shall not ask for payment proof during the settlement of any claim, however the same shall be provided as soon as Insured has paid and/or after the claim is settled / paid by the Insurer.

Charges of any CUGL manpower deployed to reinstatement of claims for any kind of supervisory/technical work will be added to the claim cost and shall be reimbursed to CUGL. Expenses of ERVs used by CUGL during any incident, the charges and expenses are also to be reimbursed. The cost to be added in the claim bill.

This is a "nil deviation tender" (a tender or bid where the bidder confirms that they have not deviated from any of the terms, conditions, specifications, or other requirements outlined in the bidding documents)

DOCUMENTS FOR REPLACEMENT / REPAIR COST

The Sum Insured Values indicated in the Schedule of rates are at the total re-instatement cost price **i.e. on replacement cost basis which** includes procurement cost plus taxes, other expenses (Cost, Insurance, Freight, Excise / Custom Duty, Taxes, Handling cost till installed at Station / Warehouse / Destination). **Insurance Company must understand & satisfy themselves with basis of sum insured, cost of each asset before bidding itself.** In the event of a loss, replacement / repair cost

will be furnished by **CUGL** through Cost Certificates/purchase invoice reflecting actual cost/expenses. The claims shall be settled based on cost indicated in the Cost Certificate/purchase invoice by **CUGL**.

CUGL will restore operation by replacing the damaged machine / accessories with new ones available from the same OEMs or alternative available OEMs.

In case **CUGL** restore operation by drawing any machine/material from stores & the Purchase order/Bill is not available, then **CUGL** will obtain a proforma Quotation / invoice from the suppliers & will calculate the landed cost till **CUGL** 's site & Insurance Company will settle the claim based on workings produced by **CUGL**.

Due to any reason if proforma quotation/invoice could not be obtained by **CUGL** from the supplier, **CUGL** will produce the copy of PO last placed for settlement of claims and insurance company will settle claims.

The insured will give the required relevant document to the extent possible for settlement of claims. However, in case of non-availability of required documents the Insurer will settle the claims based on the available documents, market information, and engineering estimates. In short, the emphasis should be on the spirit of indemnity and not on procedures. Insurer will not ask/wait for payment proof during the settlement of claim, however the same shall be provided by **CUGL** once the payment is made to the vendor and as and when available.

General note for Excess under the Fire Policies: Excess shall be applicable on the Sum Insured of the damaged/affected part only and not as a whole.

Special Conditions of Contract (SCC) Section - VI

SPECIAL CONDITIONS OF CONTRACT

FOR INSURANCE PACKAGE POLICY:

A) PROCEDURE FOR CLAIM SETTLEMENT

The insurer will put in place such a claim procedure that is positive, prompt transparent and targets for 'zero' pendency status. A joint meeting between potential surveyors, underwriters and CUGL will be organized by CUGL for discussing this matter. The insurer will take a fortnightly report from the surveyor to ensure the success of the procedure and keep CUGL posted.

The Insurer shall immediately depute or authorize the Insured to call a surveyor(s) from the approved panel but not later than 48 hours of receipt of intimation from the Insured in exceptional cases.

The surveyor shall call for all the documents in support of claim in one go and not in a piece meal manner, for expeditious settlement of claim, preferably at the time of visit or within 3 days thereafter.

If for any reasons CUGL does not respond/ provide all the particulars required by the surveyor, the insurer or surveyor as the case may be shall remind within 2 weeks in writing the site.

The surveyor shall send his findings to the Insurer within 15 days of his getting documents.

In case the claim is not found tenable or not settled for the claimed amount, the insurer will seek the comments of CUGL within a week of receiving the survey report. The final view shall be taken within 15 days of receipt of reply. In normal circumstances the claim has to be settled within 30 days from the date of first information, net of the time taken by CUGL for responding to surveyor's/ underwriter's comments.

B) DOCUMENTS FOR REPLACEMENT / REPAIR COST:

The Sum Insured Values indicated in the Schedule of rates are at the total re-instatement cost price **i.e on replacement cost basis which** includes procurement cost plus taxes, other expenses (Cost, Insurance, Freight, Excise / Custom Duty, Taxes, Handling cost till installed at Station / Warehouse / Destination). **Insurance Company has to understand & satisfy themselves with basis of sum insured, cost of each asset before bidding itself.** In the event of a loss, replacement / repair cost will be furnished by CUGL through Cost Certificates/purchase invoice reflecting actual cost/expenses. The claims shall be settled on the basis of cost indicated in the Cost Certificate/purchase invoice by CUGL.

CUGL will restore operation by replacing the damaged machine / accessories with new ones available from the same OEMs or alternative available OEMs.

In case CUGL restore operation by drawing any machine / material from stores & the Purchase order / Bill is not available, then CUGL will obtain a proforma Quotation / invoice from the suppliers & will calculate the landed cost till CUGL's site & Insurance Company will settle the claim on the basis of workings produced by CUGL.

Due to any reason if proforma quotation/invoice could not be obtained by CUGL from the supplier, CUGL will produce the copy of PO last placed for settlement of claims and insurance company will settle claims.

The insured will give required relevant document to the extent possible for settlement of claims. However in case of non-availability of required documents Insurer will settle the claims based on the available documents, market information, and engineering estimates. In short the emphasis should be on the spirit of indemnity and not on procedures.

Salvage Adjustments: The valuation of salvage of scrap as a result of loss shall be as per the following rates:

| Sr. no | Particular | Rs./KG |
|---------------|---|---------------|
| 1. | Scrap Pipes and Fittings and Scrap Batteries | 50 |
| 2. | Scrap Heavy/Light Ferrous & Misc. Machinery Scrap(metallic) | 24 |
| 3. | Scrap Stainless Steel & Aluminum/Aluminum Cables | 75 |
| 4. | Scrap Copper/Copper Cables | 400 |
| 5. | Scrap Brass | 250 |
| 6. | Other Misc. scrap | 4 |

C) ON-ACCOUNT PAYMENTS AGAINST CLAIMS:

In case of net claims exceeding Rs. 1 lakh, the insurer shall promptly make an on-account payment of 75% of the claimed amount within one week without waiting for completion of formalities once the claim is established. In other words, on account payment will become due on establishment of prima facie admissibility of the claim which will be worked out on the basis of estimated value without asking for quotations etc.

The balance amount of the claim shall be settled and paid within 21 days after submission of all relevant documents.

Coverage:-

- a) Insurer to ensure and confirm that the scope of cover for the Policies are comprehensive except for a few Internationally accepted "Exclusions" followed by all underwriters in the world.
- b) The insurer to indicate clearly any exclusion of the Risks not covered in the Policies to avoid any dispute at a later date. In the event of any ambiguity in his proposal with regard to this aspect, the interpretation of the "Insured" shall be final and binding on the "**Insurer**". CUGL is absolved of any loss on this account.
- c) The insurer shall not attempt to avoid any unforeseen eventualities, which may arise during

transit and allied storage and keep the facts in consideration while settling the claims.

D) UNDERWRITER'S RESPONSIBILITY FOR QUOTATION

- ❖ Although all details presented in this bid document have been compiled with all reasonable care, it is the Underwriter's responsibility to ensure that the information provided is adequate and clearly understood.
- ❖ Site visit, if any has to be done by Underwriter at its own expenses.
- ❖ Insurers' quotation is the responsibility of the Insurer and no relief or consideration can be given for errors and omissions.

Document -

- I. The security / watch and ward arrangement in the station and operation is in the purview / scope of the owner who has engaged Security Services for the watch and ward of the Operation. In case of loss, as for filing report with police is concerned, sending information to the police by registered post will be considered adequate in case FIR cannot be lodged with Police. In case the final report cannot be obtained, indemnity bond will be furnished which shall be acceptable to the underwriter.
- II. At the request of Insurance Company, insured will transfer the right of recovery, if any from 3rd party and hand over the claim letter addressed to 3rd party to the Insurance Company.

However, the complaint so lodged with Police by person or regd. post for such damaged / stolen items will be with brief description and other details available shall form the basis for settlement of claims by the Underwriter. No additional documents shall be insisted for by the underwriter to settle the claims except the letter of subrogation and indemnity bond

E) DEPUTATION OF SURVEYORS:

Within a reasonable time from the commencement of Policy the Underwriter shall discuss and furnish the list of surveyors containing their relevant details. Normally surveyors from that list only shall be deputed. CUGL reserves the right to review the list and can ask the Underwriter - not to depute a particular surveyor in case CUGL management feels that his deputation may jeopardize company's interest.

The Underwriter shall depute the surveyor within 24 hour on receipt of the intimation of the occurrence of the accident In the event of any delay in deputation of surveyor; CUGL reserves the right to engage any other surveyor from panel at the cost of the underwriter.

The underwriter shall provide a copy of the survey report to CUGL if and when asked for. The surveyor shall be advised by the underwriter to directly submit his report on the causes and ways to avoid losses in future.

The successful Underwriter shall provide the panel of surveyor (3 to 4 nos.) before receipt of

premium to whom CUGL can directly contact for survey in case of any exigency.

F) PROGRESS REPORTING AND REVIEW:

The Underwriter shall submit progress reports regarding the status of claims settled & pending for settlement, premium received and the claim amount settled etc. Periodic progress review meetings will be held during which the status of all the pending claims will be discussed and action plan drawn to liquidate the pending claims. The Underwriter shall depute their senior representative to attend such meetings, who are empowered to take spot decisions in respect of settlement of claims, whenever feasible. They shall also constantly update/review their work program to match the liquidation of pending claims vis-à-vis scheduled site/contract closing program.

Insurer shall provide access to their portal for monitoring claim status. This is desirable but not mandatory.

SOR
(SCHEDULE OF
RATES)

SECTION-VII



Central U.P Gas Limited (Kanpur)

(A joint venture of GAIL (India) Limited and BPCL)

Name of Work: Bid Document for Renewal of Insurance Policy of CUGL's assets for the period of 01 year for City Gas Distribution Project of M/s. CUGL

Bid Document No: CUGL/C&P/TEN/2627/14

Name of the Bidder/
Bidding Firm/
Company :

NOTE:
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. The premium is to be quoted after applying discounts but before applying GST as applicable. Please attach extra sheet if the above is not sufficient.
2. All the policy above must cover risk of terrorism and earthquake wherever applicable
3. The Insurance premium payable is as per the Price Schedule and is inclusive of all taxes & duties. The premium amount shall remain firm during the Insurance period of the policy
4. The total premium amount shall be paid by CUGL. However, Insurance Company shall provide premium bills in the form of Invoice GST
5. Bidder is required to submit their price offer strictly as per this format only. Modified format is not accepted
6. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.
7. Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST).
8. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", "Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.
9. The Quotation for Pipeline crossing (SOR LI no. 14) is to be given for Sum insured for Rs. crores for 1 month per crossing . Premium quoted will be applicable for the whole FY 26-27 on pro rata basis based on duration of insurance and Sum insured and insurance company have to provide policies at quoted rate only. Premium of this SOR will be paid as and when policy is required, however the premium quoted by Insurers under this SOR shall be taken for evaluation of L1 Bidder. The SOR submitted is without any deviation in the tender.

| S.No. | Type of Insurance Policy | Type of Assets | Sum Insured (Rs.) | Premium in Rs. | | GST (%) | | Total Premium (Rs.) |
|--------------------------|--|--|-------------------|--|---|----------------|-------|---------------------|
| | | | | A | % | Amount (Rs.) B | C=A+B | |
| 1 | Standard Fire and Special Perils Policy For All Assets at CNG Stations/CGS, All Dispensers, Stocks at Various Godowns and assets at FRS, DRS, MRS, Odourising Units, All assets at Offices, control rooms, stores etc. | Kanpur, Unnao & Jhansi - Building & All CNG Stations Plant & Machinery -Standard Fire, Special Perils Policy & Terrorist policy | 1,78,42,99,131.75 | To be quoted on CUGL's e-tender portal | | | | |
| 2 | Standard Fire and Special Perils Policy For All Assets at CNG Stations/CGS, All Dispensers, Stocks at Various Godowns and assets at FRS, DRS, MRS, Odourising Units, All assets at Offices, control rooms, stores etc. | Bareilly - Building & All CNG Stations Plant & Machinery -Standard Fire, Special Perils Policy & Terrorist policy | 56,13,00,983.00 | To be quoted on CUGL's e-tender portal | | | | |
| 3 | Electronic Equipment & Furniture Policy (Standard Fire and Special Perils Policy) | Kanpur, Bareilly & Jhansi-Office Computers, printers, Servers etc. Standard Fire & Special Perils Policy | 3,33,68,673.00 | To be quoted on CUGL's e-tender portal | | | | |
| 4 | Public Liability Act Only Policy | AOA : AOY - 1:2 Paid up Capital | 1,20,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 5 | Money Insurance Policy- | Cash at - All Offices, Site, CNG Stations, On the Table, Sales man bag, in Transit. | 1,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 6 | Marine Inland Transit Insurance Policy (All Risk as per ITC A Clause + SRCC) | Movements of Stores Equipments / Capital Goods / Spares etc | 3,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 7 | Special Contingency Policy for Pipeline & Gas- Kanpur, Bareilly, Jhansi & Unnao | (A) Pipeline & PNG Equipment (B) The line pack, i.e. natural gas flowing through the entire CUGL pipeline infrastructure+ 20% venting loss. (First Loss Limit) (C) Loss of gas due to venting in case of draining of compressor, dispenser, metering skids, cascades and damage to filters, electro valve and flow meter of dispensers. (First Loss Limit) | 4,49,36,82,966.25 | To be quoted on CUGL's e-tender portal | | | | |
| 8 | Store Spares- Fire & Burglary (Standard Fire and Special Perils Policy) | (A) Stocks in Stores, Control rooms, workshops etc. (on Floater Basis) (B) CNG Stations including (First Loss Basis); (C) Offices and other premises | 35,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 9 | Portable Equipment Policy | All Risk Policy for Laptops, Tablets, Ipads etc. | 25,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 10 | Director's and Officer's Liability Policy | Covering all Directors and Officers | 10,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 11 | Special Contingency Policy for Cascades | Movable cascades | 10,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 12 | Commercial General Liability Insurance Policy | Third Party Liability Policy covering Bodily Injury and Property Damage | 20,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| Grand Total (Rs.) | | | | | | | | ₹ 0.00 |

Additional Policy

This Policy is a new addition to the insurance programme of Central U.P Gas Limited. We will take the expected premium from the bidder and the policy will be issued basis CUGL requirement.

| S.No. | Type of Insurance Policy | Type of Assets | Sum Insured (Rs.) | Premium in Rs. | | GST (%) | | Total Premium (Rs.) |
|--------------------------|------------------------------|---|-------------------|--|---|----------------|-------|---------------------|
| | | | | A | % | Amount (Rs.) B | C=A+B | |
| 13 | Cyber Security Insurance | Overall cyber risks of the company including data recovery, system damage repair, ransom demands, attack remediation etc. | 5,00,00,000.00 | To be quoted on CUGL's e-tender portal | | | | |
| 14 | Commercial General Liability | Crossing of pipeline (Limit between Rs 2.5 cr to Rs 5 cr per crossing) Tentative number of crossing in a | Rs. 2.5 Cr | To be quoted on CUGL's e-tender portal | | | | |
| 15 | Workmen Compensation Act | Total Employees/Wages 26 employees 2 Cr wages | | To be quoted on CUGL's e-tender portal | | | | |
| Grand Total (Rs.) | | | | | | | | ₹ 0.00 |