

SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC DIAPHRAGM METERS

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CENTRAL UP GAS LIMITED (CUGL)
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CENTRAL UP GAS LIMITED (CUGL)**CITY GAS DISTRIBUTION PROJECT****SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

TENDER DOCUMENT NO. P.014714 G11031 R008

(VOLUME I OF II)

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

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - I

INVITATION FOR BIDS (IFB)

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**OPEN DOMESTIC COMPETITIVE BID
INVITATION FOR BIDS
FOR
SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC DIAPHRAGM METERS**

1.0 INTRODUCTION

- 1.1 Central UP Gas Ltd. (CUGL), a joint venture between India's two Navratna companies, GAIL (India) Limited and Bharat Petroleum Corporation Limited came into existence on 25th February 2005. CUGL was constituted for developing City Gas Distribution project in the State of UP.
- 1.2 Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is in the process of increasing its capacity for CNG/PNG distribution in these cities.
- 1.3 TRACTEBEL ENGINEERING pvt. ltd. (Tractebel) has been appointed as the Project Management Consultant (hereinafter referred as Consultant), by CUGL for providing Design, Engineering & PMC services for aforementioned project.

2.0 BRIEF DESCRIPTION OF PROJECT

- 2.1 CUGL intends to extend the CNG facility by increasing the number of CNG stations & upgrading existing CNG stations to ensure uninterrupted supply of natural gas to automobile consumers in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is also developing CGD network in these cities to cater the requirement of Domestic, Commercial and Industrial consumers.
- 2.2 Tractebel on behalf of CUGL invites bids through single stage two envelopes system from eligible bidders for **Supply of Pre-Paid including Comprehensive and Post Paid Domestic Diaphragm Meters** as per details furnished in bid document.

3.0 BRIEF SCOPE OF WORK

Scope includes

- 3.1 Design, Manufacture, Inspection, Testing, Packing, Supply, Transportation, Unloading & Stacking of 1000 nos. of Pre-paid smart diaphragm Meters meeting technical requirement specified in bid document in CUGL's stores located in Kanpur, Unnao, Bareilly & Jhansi GA. Scope also includes Comprehensive Maintenance including Commissioning of meters for 05 years as defined in bid document.
- 3.2 Design, Manufacture, Inspection, Testing, Packing, Marking, Packing, Supply, Transportation, Unloading & Stacking of Post Paid 25000 Nos. of Domestic Diaphragm Meters (G 1.6) AMR Compatible meeting technical requirement specified in bid document in CUGL's stores located in Kanpur, Unnao, Bareilly & Jhansi GA.
- 3.3 For detailed specification, please refer Volume II of II of tender document.

Note:

- a) Evaluation and ordering will be carried out on item wise basis means total price quoted for Pre-paid & Post Paid meters separately.
- b) The above quantities are indicative only & subject to change and shall be used for evaluation of bid only.
- c) Rate shall be fixed, firm and valid for complete duration of contract.
- d) Bidder has option to quote for one item or both items.

4.0 TYPE AND DURATION OF CONTRACT

- 4.1 It is rate contract. Rates will be firm and fixed during the contract period, except as defined in tender document, as described below.
- 4.2 **Pre-Paid Smart Domestic Gas Meters**
 - 4.2.1 Supply: The duration of contract shall be one (01) year from the date of issuance of LOI/NOTIFICATION OF AWARD.

4.2.2 Comprehensive Maintenance: The duration for Comprehensive Maintenance shall be Five (05) years from the date of receipt of all meters.

Total Contract duration for Supply & Comprehensive Maintenance of Pre-Paid Meters shall be 64 months from the date of LOI/NOTIFICATION OF AWARD.

4.3 Post Paid Domestic Diaphragm Meters

Supply: The duration of contract shall be one (01) year from the date of issuance of LOI/NOTIFICATION OF AWARD

5.0 SCHEDULE FOR SUPPLY OF STORES / WORK

5.1 Pre-Paid Smart Domestic Gas Meters

5.1.1 Supply:

Delivery of 1000 Nos. of Pre-Paid Smart Domestic Gas Meters shall be completed within 12 (Twelve) weeks from the date of LOA / Intimation from CUGL.

5.1.2 Comprehensive Maintenance:

Bidder shall complete commissioning of Meters within 5 (five) days from the date of receipt of intimation from CUGL / authorized agency & carry out Comprehensive Maintenance from the date of commissioning of meter during the contract duration of Comprehensive Maintenance as defined in bid document.

In case a meter is commissioned in sixth month from the date of receipt of all meters then comprehensive maintenance will start from sixth month & agreed rates for 1st year will be applicable. In case meter is commissioned after 1 year from the date of receipt of all meters, rate for 2nd year will be applicable.

5.2 Post-Paid Domestic Gas Meters (G1.6)

5.2.1 Supply:

Delivery of 25000 Nos. of Domestic Diaphragm Meters (G1.6) AMR Compatible shall be in lots. first lot shall be 10000 nos. with delivery schedule of 10 weeks from the date of issue of LOI and remaining meters will be taken in multiple lots.

Tentative Lot size shall be in the range of 6000 to 10000 nos. of meters.

5.2.2 Delivery of each subsequent lot of Domestic Diaphragm Meters (G1.6) AMR Compatible shall be completed within 10 (Ten) weeks from the date of LOA / Intimation from CUGL.

5.3 The basis of delivery shall be FOT CUGL store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP

Note: Number of Gas Meter in a lot are indicative and will be decided by CUGL at the time of placement of LOI/NOTIFICATION OF AWARD or subsequent intimation. Any change in quantity of a lot will be intimated to the supplier well in advance of the scheduled delivery date.

5.4 For applicability of PRS calculation, date of receipt of all type of meters at CUGL store shall be considered as date of delivery.

5.5 Delivery locations for meters covered in each lot will be provided at the time of giving Despatch Clearance.

6.0 BID EVALUATION CRITERIA

A PRE-PAID DOMESTIC GAS METERS

6.1 Technical

6.1.1 The bidder must be a regular manufacturer of Pre-paid Smart Domestic Gas Meters having testing and quality assurance facilities as per the applicable code mentioned in technical specifications.

If the manufacturer does not sell his products directly but through his dealer/ distributor/subsidiary, he can authorize a single agency to submit the bid. In such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.

6.1.2 The bidder (manufacturer / dealer / distributor/ subsidiary organization as applicable) must have successfully supplied at least 500 nos. Pre-paid Smart Domestic Gas Meters in compliance with applicable codes and standards to an established natural gas distribution company in India, USA & Europe in the last seven years reckoned from the bid due date.

6.2 Financial

6.2.1 Turnover

The minimum annual turnover of the bidder as per the audited financial statement during any one of the three preceding financial years shall be Rs. 35.07 Lakhs.

6.2.2 Net Worth

Net worth of the bidder shall be positive as per audited financial statements of immediate preceding financial year.

6.2.3 Working Capital

The working capital of the bidder should be minimum Rs. 7.02 Lakhs as per audited annual financial statement of the immediate preceding financial year.

(If the bidder's working capital is inadequate, the bidder should submit a letter from the Bidder's bank (as per Format F - 15 attached with section V (Forms & Format) of the tender) having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit at least for the working capital requirement as stated above.)

Notes for Technical BEC:

- If authorised agency is bidder, then corresponding manufacturer's experience and testing facilities will be considered for technical qualifications.
- Material supplied by manufacturer through its dealer / distributor / subsidiary will be considered for qualification. However, bidder will submit all the requisite documents.

Notes for Financial BEC:

- If authorised agency has submitted the bid offer, then authorised agency is bidder and must meet financial criteria on standalone basis.

6.3 In case, the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the 3 (three) years immediately prior to that year. Wherever the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 (three) preceding financial years.

6.4 For the bidders, whose financial year is a calendar year, for such bidders the audited financial results for the preceding calendar years shall be applicable.

6.5 Bidder shall submit minimum following documents to establish their credentials to meet BEC.

- Purchase order/ Work Order copy
- Inspection release note(s) / Dispatch clearance note issued by Purchaser / Consultant or their authorized representative / copy of invoices alongwith Bill of Lading / GR for relevant orders or any other documents confirming supply of materials.
- Audited Balance sheet and Profit & Loss of the last three preceding financial years.
- Any other document required for qualification against BEC clauses.
- Meters shall be approved to EN 1359 latest edition or OIML R137 -1&2 latest edition and also with the other applicable codes, standards and legal requirements.
- The offered meter model shall have certification for specified flow and accuracy from the Weights & Measurement Department of the country of origin. The certificate(s) shall be in English language or in the language of originating country along with English translation. Bidder shall submit the copy of such certificate(s) to along with bid or Vendor to arrange for Weights and Measures approval from Indian Authorities.

- Bidder shall be registered manufacturer with Director of legal Metrology, Government of India. In case, the bidder is importing the offered model gas meter from overseas (i.e., from outside India), the bidder shall furnish a copy of import registration certificate issued by Director of legal Metrology, Government of India.
- Valid approval certificate for compliance of the offered model of the gas meter to the requirement of latest EN1359 or OIML R 137 -1&2 from any recognized agency.
- Valid certificate of type approval issued by Director of Legal Metrology (Government of India) for each of the offered models of gas meters.

B DOMESTIC DIAPHRAGM METERS (NORMAL G1.6, AMR COMPATIBLE)

6.1 Technical

- 6.6.1 The bidder must be a regular manufacturer of Domestic Gas meter (Normal G 1.6) AMR Compatible having testing and quality assurance facilities as per the applicable code mentioned in technical specifications.

If the manufacturer does not sell his products directly but through his dealer/ distributor/subsidiary, he can authorize a single agency to submit the bid. In such a case the manufacturer shall have the prime responsibility of providing unconditional technical and after sales support to the purchaser. A latest confirmation by the manufacturer to this effect shall be submitted along with the bid.

- 6.6.2 The bidder (manufacturer / dealer / distributor/ subsidiary organization as applicable) must have successfully supplied at least 12,500 nos. Domestic Gas meter (Normal G 1.6) AMR Compatible in compliance with applicable codes and standards to an established natural gas distribution company in India, USA & Europe in the last seven years reckoned from the bid due date.

6.1 Financial

6.7.1 Turnover

The minimum annual turnover of the bidder as per the audited financial statement during any one of the three preceding financial years shall be Rs. 1.43 Crores.

6.7.2 Net worth

Net Worth of the bidder should be positive as per audited annual financial statement of the immediate preceding financial year.

6.7.3 Working Capital

The working capital of the bidder should be minimum Rs. 28.30 Lakhs as per audited annual financial statement of the immediate preceding financial year.

Notes for Technical BEC:

- If authorised agency is bidder, then corresponding manufacturer's experience and testing facilities will be considered for technical qualifications.
- Material supplied by manufacturer through its dealer / distributor / subsidiary will be considered for qualification. However, bidder will submit all the requisite documents.

Notes for Financial BEC:

- If authorised agency has submitted the bid offer, then authorised agency is bidder and must meet financial criteria on standalone basis.

- 6.2 In case, the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the 3 (three) years immediately prior to that year. Wherever the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 (three) preceding financial years.

- 6.3 For the bidders, whose financial year is a calendar year, for such bidders the audited financial results for the preceding calendar years shall be applicable.

- 6.4 Bidder shall submit minimum following documents to establish their credentials to meet BEC.

- Purchase order/ Work Order copy

- Inspection release note(s) / Dispatch clearance note issued by Purchaser / Consultant or their authorized representative / copy of invoices alongwith Bill of Lading / GR for relevant orders or any other documents confirming supply of materials.
- Audited Balance sheet and Profit & Loss of the last three preceding financial years.
- Any other document required for qualification against BEC clauses.
- Meters shall be approved to EN 1359: 1999+A1:2006 or EN 1359-2017 or the latest edition for Diaphragm Gas Meter as per PNGRB regulation with the other applicable codes, standards and legal requirements.
- The offered diaphragm flow meter model shall have certification for specified flow and accuracy from the Weights & Measurement Department of the country of origin. The certificate(s) shall be in English language or in the language of originating country along with English translation. Bidder shall submit the copy of such certificate(s) to along with bid or Vendor to arrange for Weights and Measures approval from Indian Authorities.
- Bidder shall be registered manufacturer with Director of legal Metrology, Government of India. In case, the bidder is importing the offered model of diaphragm gas meter from overseas (i.e. from outside India), the bidder shall furnish a copy of import registration certificate issued by Director of legal Metrology, Government of India., along with
- Valid approval certificate for compliance of the offered model of the gas meter to the requirement of EN 1359: 1999+A1:2006 or EN 1359-2017 or the latest edition for Diaphragm Gas Meter from any recognized agency. "
- Valid certificate of type approval issued by Director of Legal Metrology (Government of India) for each of the offered models of diaphragm gas meters.

6.5 It shall be noted that in case bidder fails to submit requisite details/documents, the bid submitted by them shall be liable for rejection.

6.6 CUGL / Tractebel decision shall be final with respect to bidder's qualification based on bid evaluation criteria.

6.7 Bidders to ensure that all pages of bid offer should be signed and stamped by the bidder.

7 EVALUATION METHODOLOGY

7.1 Bid offer shall be evaluated based on BEC criteria & other techno-commercial terms & conditions mentioned in tender document, for their techno-commercial acceptance and the price bid of all techno-commercially acceptable bidders will be opened in presence of bidder's representatives at pre intimated specified date and time. The Price bid will be duly evaluated after consideration of all applicable Taxes & Duties. The order shall be awarded to the techno commercially qualified Lowest evaluated bidder for complete scope of work.

8 BID VALIDITY

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

9 DETAILS OF BID DOCUMENTS

9.1	Type of Enquiry	Open Domestic Competitive Bidding Basis
9.2	Tender Document Number Date of Issue	P.014714 G11031 R008 05.07.2021
9.3	Bid document fee (Non-refundable)	Not Applicable
9.4	Pre bid meeting through VC	12.07.2021 at 1500 HRS IST
9.5	Bid submission due date and time on e-tendering portal (https://cugl.abcpocure.com)	21.07.2021 till 1500 HRS. IST
9.6	Bid opening due date and time on e-tendering portal (https://cugl.abcpocure.com)	21.07.2021 at 1530 HRS. IST

9.7	Priced bid opening date and time on e-tendering portal (https://cugl.abcprocure.com)	Will be intimated later
9.8	Place of Submission of Original Documents	<p>Sr. Manager (C&P) Central UP Gas Limited, 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India.</p> <p>Telephone: +91 512 2582455/ 2585001 Email: kgupta@cugl.co.in / sbhatia@cugl.co.in</p>

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

The bid will be submitted in two parts as below:

PART- I (UN-PRICED BID)

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

PART-II (PRICED BID)

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

10 BID SECURITY

10.1 All bids must be accompanied by a bid security amount as given below:

Sr. No	Item Quoted	Amount of Bid Security
		(In INR)
1	Pre-Paid Meters	1,41,000
2	Post Paid Meters	5,65,000

Note :Bidder quoting for more than one item, will have to comply Bid Security requirement on Cumulative basis

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

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

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

The documentary evidence/certificate, as per Format F-18, in support of being registered with NSIC/DIC/ MSME, submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's

company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

11 PRE-BID MEETING

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

12 ZERO DEVIATION BIDS


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

13 GENERAL

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

For & On Behalf of Central UP Gas Ltd.

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	<p>INSTRUCTIONS TO BIDDERS (ITB)</p>	<p>P.014714 G11031 R008</p>
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**CENTRAL UP GAS LIMITED (CUGL)
CITY GAS DISTRIBUTION PROJECT**

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

1.0 SCOPE OF BID

- 1.1 The Owner/ CUGL as defined in the General Conditions of Contract; hereinafter “the Owner” invites sealed bids for **Supply of Pre-Paid and Post-Paid Domestic Diaphragm Meters** as mentioned in the tender document.
- 1.2 The bidding document specifies the scope of supply, terms and conditions.
- 1.3 All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 The successful Bidder will be expected to complete the Scope of supply within the period stated in clause no. 4 of Section I (IFB) of this document.
- 1.5 Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural.

2.0 ELIGIBLE BIDDERS

- 2.1 Documents establishing Bidder’s Qualification
 - 2.1.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
 - 2.1.2 Pursuant to Bid Evaluation Criteria specified in Invitation for Bids (IFB), the bidder shall furnish all necessary supporting documentary evidence to establish the bidder’s claim of meeting Bid Evaluation Criteria.
 - 2.1.3 The bidder shall furnish, as part of his bid, documents establishing the bidder’s eligibility to bid and his qualifications to perform the contract if his bid is accepted.
- 2.2 The invitation of bid is open to any bidder who meets the BEC.
- 2.3 A bidder shall not be affiliated with a firm or entity:
 - i) That has provided consulting services related to the work to the EMPLOYER during the preparatory stages of the works or of the period of which the works form a part, or
 - ii) That has been hired by the Owner as Engineer/ Consultant for the contract.
- 2.4 The bidder shall not be under a declaration of ineligibility by Owner for corrupt or fraudulent practices as defined in ITB clause no. 36.
- 2.5 The Bidder is not put on ‘Holiday’ by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.
- 2.6 While evaluating the bids, pursuant to bid evaluation criteria (BEC) as specified in the Invitation for Bids (IFB), bidder’s past performance shall also be assessed for ascertaining the responsiveness of the bid. In such a case, the decision of the Owner shall be final and binding on the bidder.
- 2.7 Job executed by a bidder for its own concern cannot be considered as experience for Bid Evaluation Criteria.

3.0 ONE BID PER BIDDER

- 3.1 A Bidder shall submit only one bid. In case a Bidder submits or participates in more than one bid, then, all the bids in which the bidder has participated shall be disqualified.
- 3.2 Alternative bids are not acceptable.

4.0 COST OF BIDDING

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

5.0 SITE VISIT

- 5.1 The bidder is advised to visit and examine the site or / locations of Warehouse/storage yard and its surroundings and obtain for itself, at its own responsibility, all the information that may be necessary for preparing the bid and entering into the Contract. The cost of visiting the site shall be at the bidder's own expense.
- 5.2 The bidder or any of its personnel or agents will be granted permission by the Owner to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will indemnify the Owner and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

BIDDING DOCUMENTS

6.0 CONTENT OF BIDDING DOCUMENT

- 6.1 The bid documents hosted on CUGL & Tractebel websites are stated below and should be read in conjunction with any addenda/ corrigenda issued in accordance with clause no. 7 of ITB.
- 6.2 Volume I of II : Commercial Section consisting of:
- Section-I : Invitation for Bids (IFB)
 - Section-II : Instructions to Bidders (ITB)
 - Section-III : General Conditions of Contracts (GCC)
 - Section-IV : Special Conditions of Contracts (SCC)
 - Section-V : Forms and Formats
 - Section-VI : Schedule of Rates (SOR)
- Volume II of II : Technical Section (Material Requisition, Documents, Technical specifications, Drawings etc.)
- 6.3 The Bidder is expected to examine all sections of bid document containing instructions, forms and formats, terms, specifications etc. in the bid document. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the Bidder. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at Bidder's risk and may result in the rejection of the Bid.

7.0 CLARIFICATION ON BID DOCUMENTS

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

8.0 AMENDMENT OF BID DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.

- 8.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 6.0 and shall be hosted on the website as mentioned in clause-7.0 above, before bid due date. All the prospective bidders who have attended the Pre-Bid meeting/ informed by PMC for webhosting the tender shall be informed by email about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query hosted on the above websites before submitting the bid.
- 8.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner/ Consultant, at its discretion, may extend the deadline for the submission of bids.
- 8.4 All the bidders are advised to visit CUGL & Tractebel's websites from time to time to get updated information/ documents.

PREPARATION OF BIDS

9.0 LANGUAGE OF BID

- 9.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner shall be in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2 In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder along with bid.

10.0 DOCUMENTS COMPRISING THE BID

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

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

- 10.1.1.16 Certificate for Financial capability of the bidder as per Form F-16
- 10.1.1.17 Document establishing the Qualification pursuant to clauses of IFB.
- 10.1.1.18 Any other information/ details required as per Bidding Documents.

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

10.2 Part – II : Price Bid

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

11.0 BID PRICES

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

- 11.2 Price quoted by the bidder, shall remain firm, fixed, and valid until completion of the contract performance and will be subject to variation as defined in bid document, except statutory variation pursuant to relevant provisions in clause 11.6.8 of ITB.

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

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

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

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

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

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

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

- 11.6.3 Comprehensive Maintenance Charges for Five years with GST.

- 11.6.4 The bidder shall indicate the following separately:

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

SERVICES: GST on Comprehensive Maintenance will also be payable, if this contract is awarded. The statutory variation in GST within the contract period shall be to Owner’s account against submission of the documentary evidence. However, any increase in the rate of these taxes s beyond the contract period shall be to bidder’s account. Any decrease in the rate of taxes shall be passed on to the Owner.

12.0 BID CURRENCY

12.1 Bidders to submit bid in Indian Rupees only.

13.0 PERIOD OF VALIDITY OF BIDS

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

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

14.0 BID SECURITY

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

14.2 The bid security is required to protect the Owner against the risk of bidder's conduct which would warrant the bid security's forfeiture, pursuant to clause 14.7 of ITB.

14.3 The bid security shall be in the form of Demand Draft/ Banker's Cheque in favour of M/s Central UP Gas Ltd. payable at Kanpur (issued by Indian Nationalized / Scheduled bank) or in the form of an irrevocable Bank Guarantee in favor of Central UP Gas Ltd. as per Format F-4.

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

In case bid security is in the form of irrevocable Bank Guarantee, the same shall be from any Indian nationalized bank or a scheduled Indian bank, in the form provided in the bid documents.

14.4 Any bid not accompanied with bid security in accordance with clause 14.1 and 14.3 as on or before bid due date and time shall be rejected by CUGL as non-responsive.

14.5 Unsuccessful bidder's bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by CUGL pursuant to clause 13.

14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the order, pursuant to clause 33 of ITB and furnishing the Contract Performance Guarantee pursuant to clause 34 of ITB.

14.7 The bid security may be forfeited:

- i. If a bidder withdraws its bid during the period of Bid validity.
- ii. In case of a successful bidder, if the bidder fails:
 - a) to accept the award in accordance with clause 33 of ITB. OR
 - b) to accept the arithmetic corrections pursuant to clause 27 of ITB.

And or

- c) to furnish the performance guarantee in accordance with Clause 34 of ITB .
- iii. Fails to accept any other conditions specifically mentioned in tender document.

14.8 Bid Security should be in favour of Central UP Gas Limited. Bid Security must indicate the Bid Document number and the item for which the Bidder is quoting. This is essential to have proper correlation at a later date. The Bid Security in the form of Irrevocable Bank Guarantee shall be in the Format F-4, provided in the Bidding Document.

14.9 The bid security shall be valid for two (2) months beyond the validity of the bid as specified in Clause no. 13 of ITB i.e. 4 months beyond deadline for bid submission.

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

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

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

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, Lakhampur, 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.

15.0 PRE-BID MEETING

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

16.0 FORMAT AND SIGNING OF BID

- 16.1 The Bidder shall prepare an original bid as required in the tender & upload the same in CUGL's e-tendering website.

17.0 ZERO DEVIATION

- 17.1 Bidder to note that this is a ZERO Deviation Bidding Document. Owner will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspect of the offer.

- 17.2 Notwithstanding to the above, bids with the following deviation(s) to the bid conditions shall be liable for rejection without any post bid reference to the bidder:
- i. Firm prices
 - ii. Earnest money deposit (EMD) / Bid Security
 - iii. Bid Document Fee (Deleted)
 - iv. Scope of work
 - v. Specifications
 - vi. Price schedule/ Schedule of Rates
 - vii. Contract Period / Delivery schedule.
 - viii. Period of validity of bid
 - ix. Price Reduction Schedule (PRS).
 - x. Performance Bank Guarantee (PBG) / Security Deposit.
 - xi. Guarantee
 - xii. Arbitration / Resolution of dispute
 - xiii. Force Majeure.
 - xiv. Applicable laws
 - xv. Non quoting of Guaranteed Parameters
 - xvi. Any other condition specifically mentioned in the tender documents elsewhere that non- compliance of the clause lead to rejection of the bid.
 - xvii. Payment Terms

SUBMISSION OF BIDS

18.0 SEALING AND MARKING OF BIDS

- 18.1 Please refer clause 44 “GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING”

19.0 DEADLINE FOR SUBMISSION OF BID

- 19.1 Bids must be received by the Consultant at the address specified above, not later than the time and date specified in the tender documents.
- 19.2 The Owner/Consultant may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with ITB, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

- 20.1 Since bid is to be submitted online (e-tender portal) therefore bid will not be uploaded after due date & time.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1 The bidder may modify or withdraw its bid before the bid submission, but, before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time, no modifications whatsoever are allowed in the bid.
- 21.2 No bid shall be modified after the deadline for submission of bids.
- 21.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

BID OPENING AND EVALUATION

22.0 OPENING OF BIDS BY THE OWNER/ CONSULTANT

- 22.1 Un-priced Techno-Commercial Bid Opening
- 22.2 The Bidders' names bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.
- 22.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

23.0 CLARIFICATION OF BIDS

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

24.0 CONTACTING THE OWNER

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

25.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 25.1 Techno-Commercial Bid Evaluation.
- 25.1.1 The Owner/ Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.1.2 Prior to the detailed evaluation, the Owner / Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 25.1.3 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the Bidding Documents, shall not be opened.
- 25.1.4 The Owner / Consultant's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner / Consultant, and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 25.1.5 The Owner / Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner / Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- i. Bidder's qualification on meeting Bid Evaluation Criteria (BEC).
 - ii. Overall completeness and compliance with the Technical Specifications; quality function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable

standard of completeness, specifications defined in the bid document, consistency and detail will be rejected as non-responsive.

- iii. Overall completeness and compliance with the other terms & conditions included in the bid document. The bid that does not meet acceptable standard of completeness, consistency and detail will be rejected as non-responsive,
- iv. Requisite FORMS containing all necessary information as required in bid document and other documents as per ITB clause no. 10.
- v. Any other relevant factor, if any that the Owner / Consultant deems necessary or prudent to be taken into consideration.

26.0 PRICE BID OPENING

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

27.0 ARITHMETIC CORRECTIONS

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

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

28.0 EVALUATION METHODOLOGY

- 28.1 Evaluation and comparison of bids shall be done taking following into consideration:

Bidder's Qualification

Evaluated Prices

- 28.1.1 Bidder's Qualification

Qualification of Bidder for supply of **Pre-Paid & Post-Paid Domestic Diaphragm Meters** shall be established based on Bid Evaluation Criteria specified in the IFB.

- 28.1.2 Evaluated Prices

The lowest evaluated price shall be considered for award of order for Pre-paid & Post Paid Meters separately for complete scope of work.

Following will be evaluated:

Pre-Paid Domestic Diaphragm Meters

- 28.1.2.1 Total price quoted for complete scope of work i.e., Supply including Transportation, Unloading and Comprehensive Maintenance Charges including all taxes as per SOR.

Domestic Diaphragm Meters

28.1.2.2 Total price quoted for complete scope of work i.e., Supply including Transportation & Unloading Charges including all taxes as per SOR.

28.2 Comparison of Prices

The evaluated price of all the bidders shall be compared together to arrive at the lowest bid on overall basis for Pre-paid & Post- Paid Meters separately.

28.3 Placement of Orders

Based on above, order shall be placed.

29.0 EVALUATION OF OFFER

29.1 The unit prices quoted in the “Schedule of rates” shall be considered for evaluation and no cognizance will be given to the supplementary/supporting document attached to the price bid, break-up of prices, etc

AWARD OF CONTRACT

30.0 AWARD OF WORK

30.1 The Owner/ Consultant will award the Contract to the successful bidder whose bid has been determined to be substantially responsive, meets the technical criteria and/ or have been determined as a lowest evaluated bid on overall basis for Pre-paid & Post Paid Meters separately and is determined to be qualified to perform the Contract satisfactorily.

30.2 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, CUGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same items(s).

31.0 QUANTITY VARIATION

31.1 The Owner reserves the right to vary the quantity at the time of Award without any change in quoted unit price or other terms and conditions.

31.2 The Owner also reserve the right to delete the requirement of any item / services without assigning any reason.

32.0 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

32.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner’s action. The Owner also reserves the right not to accept lowest rates quoted by the bidder. CUGL’s decision in this regard shall be final and binding on all bidders.

33.0 NOTIFICATION OF AWARD

33.1 Prior to the expiration of period of bid validity, the Owner will notify the successful Bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Letter of Acceptance (LOA) will constitute the formation of the order.

33.2 Delivery shall be reckoned from the date of notification of award / Letter of Acceptance (LOA).

33.3 Award of Contract/Order will be by issuing Letter of Acceptance (LOA) of the bid. LOA will contain price, delivery and other salient terms of the bid and bidding document.

33.4 Bidder will be required to confirm receipt of the same by returning, “copy of the LOA duly signed and stamped by the bidder” as a token of acknowledgement to CUGL. On receipt of LOA acknowledgement without any deviation/condition, detail Purchase Order will be issued in quadruplicate. Three copies of the same without any conditions/ deviations will be returned duly signed and stamped by the bidder as a token of acknowledgement to CUGL.

34.0 PERFORMANCE GUARANTEE

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

35.0 REPEAT ORDER

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

36.0 CORRUPT OR FRAUDULENT PRACTICES

- 36.1 The Owner requires that Bidders/Contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner defines, for the purposes of this provision, the terms set forth below as follows:
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, and includes collusive practise among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- 36.2 The Owner will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question.
- 36.3 The Owner will declare a firm ineligible for a period pursuant to clause No. 28.1.3 of GCC.

37.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

38.0 INCOME TAX LIABILITY

- 38.1 The Bidder will have to bear all income tax liability, both Corporate as well as for his personnel.

39.0 ORDER OF PRECEDENCE

- 39.1 The Articles contained in this Section shall supplement to the Special Conditions of Contract and General Conditions of Contracts. Where any portion of Special Conditions of Contracts and General Conditions of Contract is repugnant or at variance with any provisions of Instructions to Bidders. Instructions to Bidders shall be deemed to over-ride the provision(s) of and General Conditions of Contract and Special Conditions of Contract only to the extent that such repugnancies of variations in Instructions to Bidders are not possible of being reconciled with the provisions of Special Conditions of Contract and General Conditions of Contract.
- 39.2 If any technical requirement mentioned in tender document is at variance with requirement of PNGRB and PESO, PNGRB and PESO requirement over - ride the technical requirements specified in tender document.

40.0 SUBMISSION OF FALSE / FORGED DOCUMENTS

- 40.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 40.2 In case, the information / documents furnished by the vendor/contractor, forming basis of evaluation of his bid is found to be false / forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 40.3 In case the issue of submission of false documents comes to the notice after execution of work, CUGL shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of CPBG/Security Deposit furnished by the vendor/contractor.
- 40.4 Further, such bidder shall be put on Banned/Holiday List of CUGL debarring them from future business with Owner.

41.0 GST INPUT CREDIT

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

42.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 42.1 NOT APPLICABLE

43.0 UNSOLICITED POST TENDER MODIFICATIONS

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

44.0 GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

- 44.1 Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpocure.com>) and participate in the tender as per the instructions given therein on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcpocure.com>.
- 44.2 For registration on the e-tender site <https://cugl.abcpocure.com>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login into the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator sonu@abcpocure.com, satabdi@abcpocure.com with a copy to info@abcProcure.com for approval. Once approved, bidders can login in to the system as and when required.
- 44.3 As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III(having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 6120 0580 | 0567 & Mobile: +91 9099090830| 6353217080) for obtaining the digital signature certificate.

- 44.4 Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcpocure.com>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
- 44.5 Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
- 44.6 Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
- Vendors are advised to log on to the website (<https://cugl.abcpocure.com>) and arrange to register themselves at the earliest, if not done earlier.
 - The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - No manual bids/offers along with electronic bids/offers shall be permitted.
- 44.7 No responsibility will be taken by CUGL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as CUGL officials.
- 44.8 CUGL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 44.9 In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies/ personnel:
- FOR SYSTEM RELATED ISSUES:
- M/s. E-Procurement Technologies Limited:
- Kanpur Help desk(M) +919870089747
- Contact Numbers: +91 79 6813 6850 | 6861| 6848
- (M):+ +91 9374519729

E-mail id: support.cugl@eptl.in | support@abcprocure.com

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455, E-mail:

kkgupta@cugl.co.in/sunil.gupta@tractebel.engie.com/nitish.nandi@tractebel.engie.com

(2) NAME, Designation, Department

Phone: 0512- 2582455, E-mail: sbhatia@cugl.co.in



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

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

 Central U.P. Gas Limited	GENERAL CONDITIONS OF CONTRACT	P.014714 G11031 R008
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**1.0 DEFINITION**

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

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

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

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

Quantities – Bills of quantities

Bills of quantities



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

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

2.0 SELLER TO INFORM

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

3.0 APPLICATION

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

4.0 COUNTRY OF ORIGIN

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

5.0 SCOPE OF CONTRACT

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



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

6.0 STANDARDS

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

7.0 INSTRUCTIONS, DIRECTION & CORRESPONDENCE

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



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

8.0 CONTRACT OBLIGATION

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

9.0 MODIFICATION IN

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

10.0 USE OF CONTRACT

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

11.0 PATENT RIGHTS LIABILITY & REGULATIONS

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

12. PERFORMANCE GUARANTEE

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



For Pre-Paid Domestic Diaphragm Meters - The **SUPPLIER** shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the **OWNER**, in following manner

- For an amount equivalent to 3% of the total contract value (exclusive of GST) i.e. Supply including transportation & Comprehensive Maintenance Charges

(The validity of BG shall be Rate Contract Issue Date (Start Date of Rate Contract) + Rate contract Period (validity of Rate Contract -5 year) + Contractual Delivery Period of material + 3 month)

For Post Paid Domestic Diaphragm Meters - The **SUPPLIER** shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the **OWNER**, in following manner

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

(The validity of BG shall be Rate Contract Issue Date (Start Date of Rate Contract) + Rate contract Period (1 year) + Contractual Delivery Period of material + Contractual Guarantee/warranty period + 3 month)

Original Performance Securities should reach the office of M/s CUGL , 7th floor UPSIDC complex , A-1/4 , Lakhanpur, Kanpur.

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

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

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

13.0 INSPECTION, AND/TESTING & EXPEDITING

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

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

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

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

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



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

14.0 TIME SCHEDULE & PROGRESS REPORTING

14.1 Time Schedule Network/Bar Chart

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

**14.2 Progress Trend Chart / Monthly Report**

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

15.0 DELIVERY & DOCUMENTS

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

**16.0 TRANSIT RISK**

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

Insurance Requirements:

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

17.0 TRANSPORTATION

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

18.0 INCIDENTAL

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

Services:

Services

18.1.1 Performance or supervision of onsite assembly and/or start up of the supplied goods.

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warrantee/guarantee obligations under the contract.

18.1.4 Training of the Owner's personnel at supplier's plant and/ or at site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Owner will bear boarding, lodging & personal expenses of Trainees.

19.0 SPARE PARTS

19.1 Supplier may be required to provide any or all of the following materials & Maintenance Tools notification pertaining to spare parts manufactured or distributed by the Lubricants supplier.

19.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Owner of the pending termination, in sufficient time to permit the Owner procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the owner, the blue prints, drawings and specifications of procure needed requirements, and

19.3 Supplier shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :

19.4 The construction, execution and commissioning.

19.5 Two (2) years operation and maintenance.

19.6 Spare parts shall be new and of first class quality as per engineering standards/ codes free of any defects (even concealed), deficiency in design, materials and with the corresponding parts.

19.7 Type and sizes of bearings shall be clearly indicated.

19.8 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.



- 19.9 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the goods shall be submitted to owner.
- 19.10 Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.
- 19.11 Lubricants
- 19.12 Whenever lubricants are required, supplier shall indicate the quantity of lubricants required for the first filing, the frequency of changing, the quantity of lubricants required for the one years continuous operation and the types; of recommended lubricants indicating the commercial name (Trademark), quality and grade.
- 19.13 If Supplier is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 19.14 Supplier shall indicate various equivalent lubricants available in India.

20.0 GUARANTEE

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

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

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

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

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

- 20.2 Performance Guarantee of Equipment
- 20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.
- 20.2.2 If the Supplier fails to prove the guaranteed performance of the equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the supplier fails to do so within a reasonable period, the supplier shall replace the equipment and prove guaranteed performance of the new equipment without any extra cost to purchaser.



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

21.0 TERMS OF PAYMENT: As per SCC

22.0 PRICES

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

23.0 SUBLETTING

23.1 The supplier shall not without previous consent in writing of assignment Owner's authority, sublet, transfers or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

24.0 TIME AS ESSENCE

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

25.0 DELAYS

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

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

26.0 PRICE REDUCTION

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

**27.0 REJECTIONS,**

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

28.0 TERMINATION OF CONTRACT

- 28.1 Terminations for Default
- 28.1.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or in part.
- A) If the Supplier fails to deliver any or all of the goods within the time
 - B) If the Supplier fails to perform any other obligation(s) under the Contract, and
 - C) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.
- 28.1.2 In the event the Owner terminates the Contract in whole or in part, pursuant to Article 28.1.1, the Owner may procure, upon such terms and in such undelivered and the Supplier shall be liable to the Owner for any excess costs for such similar performance of the Contract to the extent not terminated.
- 28.1.3 In case of termination of contract herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the SUPPLIER shall be put under holiday i.e. neither any enquiry will be issued to the party by CUGL Against any type of tender nor their offer will be considered by CUGL against any ongoing tender(s) where contract between CUGL and that particular SUPPLIER (as a bidder) has not been finalized) for three years from the date of termination by CUGL to such SUPPLIER.
- 28.2 Termination for Insolvency
- 28.2.1 The Owner may, by written notice sent to the Supplier, terminate the Contract, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- 28.3 Termination for Convenience



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

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

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

29.0 FORCE MAJEURE

29.1 Shall mean and be limited to the following:

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

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

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

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

30.0 RESOLUTION OF DISPUTE / ARBITRATION

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

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

30.3 Legal Construction



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

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-charge is deemed to be final and binding), which cannot be mutually resolved within a reasonable time, shall be referred to Arbitration by a sole arbitrator

The OWNER (CUGL) shall suggest a panel of three independent and distinguished persons to the Supplier to select any one among them to act as the sole Arbitrator, In case event of failure of the Supplier to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrator, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the Owner on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Kanpur, Uttar Pradesh, India.

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

Supplier may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law). Which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

31.0 GOVERNING LANGUAGE

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

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

32.0 NOTICES

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

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

33.0 TAXES & DUTIES

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



- 33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the owner. However, Sales Tax and Excise Duty on finished products shall be reimbursed by Owner.
- 33.3 Customs duty payable in India for imported goods ordered by Owner on foreign supplier shall be borne and paid by Owner
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is up to the bidder/supplier to ascertain the amount of these taxes and to include them in his bid price.

34.0 BOOKS & RECORDS

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

35.0 PERMITS & CERTIFICATE

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

36.0 GENERAL

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

- 36.1 Losses due to non-compliance of Instructions
- Losses or damages occurring to the Owner owing to the Supplier's
- Failure to adhere to any of the instructions given by the Owner in connection with the contract execution shall be recoverable from the Supplier.
- 36.2 Recovery of sums due
- All costs, damages of expenses which the Owner may have paid, for which under the Contract Supplier is liable, may be recovered by the Owner (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Supplier under this contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the Supplier be not sufficient to recover the recoverable amount, the Supplier shall pay to the Owner, on demand, the balance amount.
- 36.3 Payments, etc. not to affect rights of the Owner No sum paid on account by the Owner nor any extension of the date for completion granted by the Owner shall affect or prejudice the rights of the Owner against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.
- 36.4 Cut-off Dates



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

36.5 Paragraph heading

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

37.0 IMPORT LICENSE

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

38.0 FALL CLAUSE

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Owner of any department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central of State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Owner or any Department. Of Central Govt. or State Govt. as the case may be , at price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to :

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment a prices lower than thee prices charged for normal replacement
- c) Sale of goods such as drugs, which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

I/We certify that there has been no reduction in sale price of the items/goods/materials of descript8on identical to those supplied to the CUGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Department. Of Central Govt. or any Department. Of State govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the CUGL under the order.”

Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which details shall be furnished by the supplier.

39.0 PUBLICITY

39.1 Supplier shall not without the written permission of Owner or any Company affiliated with Owner or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

40.0 REPEAT ORDER



- 40.1 Prices and discounts, if any and other terms & conditions shall also remain valid up to 12 months from the date of placement of notification of award (Fax of Intent) for the purpose of placement of repeat order up to 100% ordered values.

41.0 LIMITATION OF LIABILITY

- 41.1 Notwithstanding anything contrary contained herein] the aggregate total liability of Supplier under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

42.0 EVALUATION OF PERFORMANCE

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

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

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

	SPECIAL CONDITIONS OF CONTRACT (SCC)	P.014714 G11031 R008
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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 DEFINITIONS AND INTERPRETATION

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

1.1 Definitions

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

1.2 Interpretations

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

2.0 INSPECTIONS AND TESTS

Inspection and tests prior to shipment of Goods and at final acceptance shall be as specified in Technical Specifications. However, without prejudice to the provisions of Technical specifications following shall hold good:

- 2.1 The Purchaser or its representative shall have the right to inspect and/ or to test the material to confirm their conformity to the specifications.
- 2.2 The inspections and tests may be conducted on the premises of the Seller or his subcontractor (s) at point of Delivery and/or at the final destination. When conducted on the premises of the Seller or his subcontractor(s), all reasonable facilities and assistance including access to the production data shall be furnished to the Purchaser's representatives at no charge to the Purchaser.
- 2.3 The Purchaser's right to inspect, test and where ever necessary reject the material after the material’s arrival in the Purchaser’s country shall in no way be limited to or waived by reason of the material having previously been inspected, tested and passed by the Purchaser or their representative prior to the material shipment from the country of origin.

2.4 Supplier shall hire Third Party Inspection Agency (TPIA) for carrying out the inspection at supplier's / sub -supplier's works as per approved QAP. TPIA charges shall be borne by Supplier. Approved TPIA are as defined in tender document. Supplier shall follow minimum tender QAP requirement & submit QAP for Purchaser / Consultant approval.

2.5 In addition to inspection by TPIA, the Purchaser / Purchaser's representative shall carry out the inspection at Supplier's works as per approved QAP & Technical specifications and their charges shall be borne by the Purchaser.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

3.1 Deleted

4.0 PROJECT SCHEDULING AND MONITORING SYSTEM (GCC Clause No. 14)

4.1 General

The Contractor shall attend Management Level Review Meeting once in a month or as and when required with agenda of progress achieved and major hold-ups at Owner's office. Monthly Review Meeting will be held at OWNER'S OR CONTRACTOR'S office with agenda of progress and holds in engineering, procurement and construction programme for next month.

4.2 Expediting, Inspection and Testing

Contractor shall be responsible for all expediting and inspection. Copies of Contractor's expediting and inspection reports shall be forwarded periodically to Owner for information. Contractor shall ensure the Owner's right of inspection in contractor's shop during the manufacturing or fabrication of equipment and other components. Contractor shall inform Owner promptly of any problems encountered in regards to quality or delivery and of steps taken by the Contractor to overcome such problems. Contractor shall furnish schedule of dates for factory tests of all supply items enabling Owner to depute it's authorised representative for witnessing the tests.

Immediately after award of work, Contractor shall finalise in consultation with Owner, list of equipment and other supply items to be inspected by Owner.

4.3 In no eventuality, any deviation from the above specified mode of inspection will be acceptable and the equipment(s) shall be tested as a package for their faithful performance at the shop floor as per the ordered parameter and in no circumstances shall be allowed to be tested in pieces or stages or at places during the factory inspection by third party Inspection Agency/the Owner.

4.4 **Despatch of Supply:** In no case the material shall be despatched from the supplier's premises unless the inspection done by the third party on behalf of the owner is duly accepted and acknowledged by the Owner and due despatch clearance is issued by the Owner.

5.0 RECORDS OF CONTRACT DOCUMENTS

5.1 The Contractor shall keep on each site at least three copies of each and every drawings, specifications and Contract Document in excess of his own requirement and those copies shall be available at all times for use by the Owner's Representative and by any other person authorised by the Owner's representative.

6.0 INTELLECTUAL PROPERTY – SECRECY

6.1 Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner

all drawings, plans, specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

7.0 STATUTORY APPROVALS

- 7.1 The approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actual by the Owner to the Contractors on production of documentary evidence.
- 7.2 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

8.0 CONSTRUCTION WATER AND POWER SUPPLY

- 8.1 No water and power will be provided by the Owner during installation of package. It shall be the responsibility of the Contractor to arrange water and power at his own cost during this phase.

9.0 LABOUR LICENCE

- 9.1 Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 and amendment thereof, if any, and furnish copy of the same to Owner.

10.0 PROVIDENT FUND

- 10.1 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions to the RPFC every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.
- 10.2 In case the RPFC's challan/ receipt, as above, is not furnished, Owner shall deduct 16 (Sixteen) % of the payable amount from Contractor's running bill and retain the same as a deposit. Such retained amounts shall be refunded to contractor on production of RPFC challan/receipt for the period covered by the related running bill.

11.0 CO-ORDINATION WITH OTHER AGENCIES

- 11.1 The Contractor's responsibility covers the co-ordination of all the works involved and the expenses of site mobilization and demobilization including clearing activities. The quoted rates for various items are deemed to have appropriately catered for these and no separate claim whatsoever is admissible.
- 11.2 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action/inaction of the contractor. Proper co-ordination with other agencies shall be Contractor's responsibility.

12.0 INCOME TAX

- 12.1 Income Tax along with surcharge of Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's bills as per applicable laws in India and Tax Deduction at Source (TDS) certificate shall be issued.

12.2 Any reduction in Taxes and duties at the time of supply shall be passed on to Owner. However, any increase in rate of taxes and duties and imposition of any new levy/ tax at the time of supply after contractual completion period shall be borne by Contractor.

13.0 ADVANCE

13.1 No advance shall be paid under the contract.

14.0 TERMS OF PAYMENTS

14.1 PRE-PAID DOMESTIC DIAPHRAGM METERS

14.1.1 Payment towards Supply

14.1.1.1 **90% (Ninety Percent) Payment** shall be paid progressively within 30 (Thirty) days on receipt of Goods at designated CUGL store upon submission of the following:

- i. Commercial invoice in triplicate
- ii. GST complied invoice
- iii. LR or GR (original)
- iv. Packing List
- v. Insurance Policy
- vi. Material Test Certificate
- vii. Guarantee / Warranty Certificate
- viii. Despatch clearance issued by Purchaser.
- ix. Inspection release note issued by Purchaser/ Consultant/ TPIA
- x. Certificate of receipt of goods at Purchaser's store

14.1.1.2 **Balance 10% (Ten Percent)** shall be paid within 30 (Thirty) days after commissioning of Meters and completion of all other activities covered in bidders scope on pro-rata basis and submission of final documents.

In case Commissioning of Meters could not be executed within 180 days from the date of receipt of meters at CUGL store due to reasons attributable to Purchaser, the 10% payment shall be released against submission of BG valid till the Guarantee / Warranty period.

14.1.2 Payment against Comprehensive Maintenance:

14.1.2.1 On pro-rata monthly basis. Against monthly invoices duly certified by Engineer-in-Charge within 30 (Thirty) days from the date of submission of bills to the OWNER.

14.2 POST-PAID DOMESTIC DIAPHRAGM METERS

14.2.1 Payment towards Supply

14.2.1.1 **100% (Hundred Percent) Payment** shall be paid progressively within 30 (Thirty) days on receipt of Goods at designated CUGL stores upon submission of the following:

- xi. Commercial invoice in triplicate
- xii. GST complied invoice
- xiii. LR or GR (original)
- xiv. Packing List
- xv. Insurance Policy

- xvi. Material Test Certificate
- xvii. Guarantee / Warranty Certificate
- xviii. Despatch clearance issued by Purchaser.
- xix. Inspection release note issued by Purchaser/ Consultant/ TPIA
- xx. Certificate of receipt of goods at Purchaser's store
- xxi. Final Technical File

15.0 DELIVERY AND DOCUMENTS

- 15.1 Upon delivery of the Goods to the transporters/carriers, the Supplier shall notify the Purchaser/ Consultant through fax/mail the documents specified in clause 16 below. The bidder will also indicate likely date of arrival to the Purchaser/ Consultant.
- 15.2 The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- 15.3 The Bidder to ensure that Purchase order no. must be appearing in LR/ GR, Invoices and Packing List. Bidders to also ensure that description of goods in all the despatch documents should be exactly same as per the Purchase Order.

16.0 SHIPMENT

- 16.1 The Bidder shall make shipment only after obtaining despatch clearance from Purchaser. For getting despatch clearance, bidder has to submit inspection release note & Despatch clearance issued by Third Party Inspection agency/ Purchaser's authorized representative to the Purchaser (**Sr. Manager – C & P**).

17.0 COMPREHENSIVE MAINTENANCE REQUIREMENT

17.1 Sub-Letting of Contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization.

17.2 Compliance of Laws

The contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required.

The contractor (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The contractor shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the

duty/responsibility of the contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

The contractor shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the contractor and /or security deposit.

17.3 The Officer- in -Charge Shall Have Power To

- i) Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.
- ii) During the concurrency of this contract, Purchaser can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- iii) Order the contractor to remove or replace any workman whom the Purchaser considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

17.4 Repatriation and Termination

Purchaser reserves the right at any time during the concurrency of the contract, to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the contractor shall vacate the site/office occupied by him immediately.

17.5 Indemnity

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

17.6 Contractor's Responsibility

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

17.7 Employment Liability of Contractor

The contractor shall indemnify Purchaser & contractor shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employees for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Purchaser shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.

The contractor shall be directly responsible and indemnify the Purchaser against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The contractor shall indemnify the Purchaser against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

18.0 PENALTIES FOR PRE-PAID METERS

Following penalties will be imposed during contract duration

- 18.1 Rs. 500 per meter per day in case of delay in commissioning
- 18.2 Rs. 1,00,000 per day after 30 days from date of reconciliation for not refurbishing the complete lot of faulty meters at Client store.
- 18.3 Rs. 5000 penalty per event of server downgraded performance of 12hrs in a 30-day cycle.
- 18.4 Penalty for not providing data analytics on Client dashboards: Rs. 100 for every event.
- 18.5 Penalty for not providing data analytics on Client IT servers for customers through APP service: Rs. 100 for every event.
- 18.6 Penalty for not providing resolution to issues regarding sever: Rs. 100 for every event.
- 18.7 Rs. 100 penalty for not supervising the installation of meters for each case.
- 18.8 The CONTRACTOR must provide the data logs of any particular customer on demand from Client (within 1 day). In case, the CONTRACTOR is unable to provide the logs within the stipulated timelines or is unable to provide the logs than a penalty of Rs. 500/- per case shall be levied.

19.0 PRICE REDUCTION SCHEDULE

GCC clause no. 26 is modified as below,

- 19.1 In case the CONTRACTOR fails to complete its contractual obligation within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined in GCC or due to OWNER's defaults, the CONTRACTOR shall pay to the OWNER, by way of Price Reduction Schedule (PRS) a sum @ 1/2% value of the undelivered portion per week for delay in supplies subject to maximum ceiling of 5% of order value. The amount to be deducted shall be worked out on the basis of schedule of lot wise quantity as defined in the tender document. In any case, PRS shall not be more than 5% of contract value.

20.0 GUARANTEE / WARRANTY

- 20.1 In partial modification to GCC-Goods Clause 20.0, Guarantee / Warranty shall be 24 (Twenty-Four) months from the date of receipt of last item of a particular lot.

21.0 TRANSIT RISK INSURANCE

- 21.1 In partial modification to GCC-Goods Clause 16.0, All Transit risk insurance from F.O.T. despatch point onwards to FOT site, shall be arranged and borne by suppliers.

22.0 FALL CLAUSE

- 22.1 (Clause 38 of GCC)- Stands deleted.

23.0 CORRESPONDING ADDRESS

24.1 Purchaser:

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

24.2 Consultant:

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

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

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - V

FORMS AND FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

F-2
BID FORM

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir(s),

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. _____

Date: _____

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-14".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

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

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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

Dear Sir,

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

Authorized Signature

(Original Bank)

Counter Signature

F-5**LETTER OF AUTHORITY**

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

Ref:**Date:**

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[3] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

	FORMS AND FORMATS	P.014714 G11031 R008
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F-6

"NO DEVIATION" CONFIRMATION

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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-7**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP**

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

	FORMS AND FORMATS	P.014714 G11031 R008
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F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

To,

Central UP Gas Limited,7th floor, UPSIDC complex

A-1/4, Lakhampur

Kanpur-208024

India

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

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

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

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

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

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS & CONDITIONS

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir,

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

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

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

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

Dear Sir

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

Place:
Date:

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

F-13
BIDDER'S EXPERIENCE

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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 Address & 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:
Date:

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

	FORMS AND FORMATS	P.014714 G11031 R008
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F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Seal & Signature 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 <input type="checkbox"/> receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents.		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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

	FORMS AND FORMATS	P.014714 G11031 R008
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(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-15

FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

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

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

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

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation:

Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm _____

[Signature of Authorized Signatory]

Chartered Accountant _____

Name:

Membership No. _____

Designation:

UDIN No. _____

Date:

Seal:

Instructions:

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

	FORMS AND FORMATS	P.014714 G11031 R008
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F-17
BIDDER'S QUERIES FOR PRE-BID MEETING

To,

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

Subject: Tender no. P.014714 G11031 R008 for Supply of Pre-paid and Post-paid Domestic Diaphragm Meters

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Date

F-18**CA CERTIFICATE FORMAT FOR MSE****TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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


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


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

**SUPPLY OF PRE-PAID AND POST-PAID DOMESTIC
DIAPHRAGM METERS**

SECTION - VI

SCHEDULE OF RATES

		<p align="center">SCHEDULE OF RATES FOR FOR SUPPLY AND COMPREHENSIVE MAINTENANCE FOR PRE-PAID DOMESTIC DIAPHRAGM METERS</p>						<p align="center">P.014714 G11031 R008</p>		
PURCHASER : CENTRAL UP GAS LIMITED (CUGL)										
PROJECT : CITY GAS DISTRIBUTION PROJECT IN KANPUR, UNNAO, BAREILLY & JHANSI										
BID DOCUMENT NO. : P.014714 G11031 R008										
NAME OF BIDDER :										
CURRENCY : INR										
Item Sr. No.	Brief Description	Unit	HSN Code	Qty	Unit FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA		GST on Column 2		Unit FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA including GST (2) + (3)	Total FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA including GST (1) + (4)
					Amount	%	Amount	Amount	Amount	
					1	2	3	4	5	
A	SUPPLY									
1.0	The scope of work shall cover Design, engineering, manufacturing, testing, supply, preparation for shipment , transportation, loading & unloading, supervision of installation, commissioning, Network charges, service provider connection, integration with client SAP/payment gateway system of PRE-PAID TYPE DIAPHRAGM / THERMAL GAS METER (G1.6) based on GSM/GPRS along with integrated AMR, auto shut off valve, Battery for AMR, SIM cards, cloud server with software, mobile apps facility for customer, unlimited dashboard for client monitoring & controlling, online price change facility, Data hosting, networking components, cables and other associated accessories and documentation etc as per technical requirements/ specification for City Gas Distribution Project.	Nos.		1000						
Sub-Total of Supply (A)										
B	SERVICES	Unit	SAC Code	Quantity	Unit Rate		GST On Column 2		Unit Rates inclusive of taxes & duties (2)+(3)	Total Price inclusive of taxes & duties (1)+(4)
					Amount	%	Amount	Amount	Amount	
					1	2	3	4	5	
2.0	Comprehensive Maintenance Services with 5 (FIVE) Years as defined in bid document of PREPAID type SMART Meters including spare, replacement of faulty meter, battery replacement, data collection and SIM cards, cloud server with software, mobile apps facility for customer, unlimited dashboard for client monitoring & controlling, online price change facility, Data hosting, networking components, for City Gas Distribution Project.etc as per tender specification.									
2.1	Comprehensive Maintenance charges during 1st year after commissioning activities	Meter Months		12000						
2.2	Comprehensive Maintenance charges during 2nd year after completion of comprehensive maintenance of 1st year	Meter Months		12000						
2.3	Comprehensive Maintenance charges during 3rd year after completion of comprehensive maintenance of 2nd year	Meter Months		12000						
2.4	Comprehensive Maintenance charges during 4th year after completion of comprehensive maintenance of 3rd year	Meter Months		12000						
2.5	Comprehensive Maintenance charges during 5th year after completion of comprehensive maintenance of 4th year	Meter Months		12000						
Total of Comprehensive Maintenance (B)										
Grand Total (A+B)										
Note:										
1	Scope of Work and other terms and conditions are strictly as per bid document.									
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the us-priced Schedule of Rates and submit the same in Us-priced part of the bid. Bidder to submit Price part of above Schedule of Rates in their Priced Bid. All column of price schedule must be filled with required information as applicable.									
3	Bidder must quote the price in Schedule of Rates format only. Bid submitted with changed format / description is liable to be rejected.									
4	All the Columns of quoted items in the Schedule of Rates must be filled with required information, as applicable.									
5	Quoted rates are firm and final till complete execution of the entire order except as defined in bid document.									
6	Purchaser reserves the right to decrease/ increase the Scope of Work as per provision of Bid document before & after award of contract.									
7	Above quoted prices for supply of meters on FOT Purchaser site at Kanpur, Unnao, Bareilly & Jhansi, shall be inclusive of all & nothing shall be paid extra by purchaser.									
8	Bidder must quote for complete scope as detailed in the bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.									
9	Bidder must indicate HSN / SAC Code & percentage of GST against each SOR line item.									
Seal & Signature of Bidder										

		<p align="center">SCHEDULE OF RATES FOR SUPPLY OF DOMESTIC DIAPHRAM METERS AMR COMPATIBLE</p>						<p align="center">P.014714 G11031 R008</p>				
PURCHASER : CENTRAL UP GAS LIMITED (CUGL)												
PROJECT : CITY GAS DISTRIBUTION PROJECT IN KANPUR, UNNAO, BAREILLY & JHANSI												
BID DOCUMENT NO. : P.014714 G11031 R008												
NAME OF BIDDER :												
CURRENCY : INR												
Item Sr. No.	Brief Description	Unit	HSN Code	Qty	Unit FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA	GST on Column 2		Unit FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA including GST (2) + (3)	Total FOT Delivery point Price inclusive of EX-works price, Packing & Forwarding Charges, Transportation, unloading & Stacking Charges on CUGL Store / Site basis in Kanpur, Unnao, Bareilly & Jhansi GA including GST (1) + (4)			
						Amount	%			Amount	Amount	Amount
						1	2			3	4	5
A	SUPPLY											
1.0	The scope of work shall cover Design, engineering, manufacturing, testing, supply, preparation for shipment, transportation of POST-PAID TYPE DIAPHRAM GAS METER (G1.6) and other associated accessories and documentation etc as per technical requirements/ specification for City Gas Distribution Project.	Nos.		25000								
Sub-Total of Supply (A)												
Grand Total (A+B)												
Note:												
1	Scope of Work and other terms and conditions are strictly as per bid document.											
2	Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidder to submit Price part of above Schedule of Rates in their Priced Bid. All column of price schedule must be filled with required information as applicable.											
3	Bidder must quote the price in Schedule of Rates format only. Bid submitted with changed format / description is liable to be rejected.											
4	All the Columns of quoted items in the Schedule of Rates must be filled with required information, as applicable.											
5	Quoted rates are firm and fixed till complete execution of the entire order except as defined in bid document.											
6	Purchaser reserves the right to decrease/ increase the Scope of Work as per provision of Bid document before & after award of contract.											
7	Above quoted prices for supply of meters on FOT Purchaser site at Kanpur, Unnao, Bareilly & Jhansi, shall be inclusive of all & nothing shall be paid extra by purchaser.											
8	Bidder must quote for complete scope as detailed in the bid document, bids submitted for part scope shall be considered as non-responsive and liable to be rejected.											
9	Bidder must indicate HSN / SAC Code & percentage of GST against each SOR line item.											
<div style="text-align: right;">Seal & Signature of Bidder</div>												

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

TRACTEBEL ENGINEERING PVT. LTD.

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