



CENTRAL U.P. GAS LIMITED

{A Joint Venture of GAIL & BHARAT PETROLEUM CORPORATION LIMITED
(BPCL)}
Uttar Pradesh (U.P.), India

TENDER DOCUMENT FOR PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

OPEN DOMESTIC COMPETITIVE BIDDING

Tender No.: 05/51/Q7UC/CUGL/031-02
(E-Tender No.-55156)
VOLUME – I OF II



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

MASTER INDEX

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SECTION-I
INVITATION FOR BID (IFB)



SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: 05.51.Q7UC.CUGL.031-02

Date: 06.07.2023

To,

[PROSPECTIVE BIDDERS]

SUB: TENDER DOCUMENT FOR PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS AT KANPUR, UNNAO, BAREILLY & JHANSI GEOGRAPHICAL AREAS

Dear Sir/Madam,

1.0 MECON Limited (CIN U74140JH1973GOI001199), Engineering & Project Management Consultant (EPMC) for the project, on behalf of Central U.P. Gas Limited ('CUGL') (CIN: U40200UP2005PLC029538), A Joint Venture of GAIL & Bharat Petroleum Corporation Limited (BPCL) having registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur, Pin: 208024, India, invites bids from bidders for the subject supply/ jobs, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	SCOPE OF SUPPLY /PROCUREMENT	PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS Refer MR, Vol. II for detailed scope of supply & services.	
(B)	TENDER NO. & DATE	TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156) date:06.07.2023	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>
		TWO BID SYSTEM	<input type="checkbox"/>
(D)	CONTRACTUAL DELIVERY DATE	<p><u>Type and duration of contract</u></p> <ul style="list-style-type: none"> Rates quoted will be firm and fixed for the entire duration of the contract. Delivery: All the 12 nos. compressors shall be delivered within 18 weeks from the first notification of award in single lot 	

		<ul style="list-style-type: none"> • Installation, Testing & Commissioning: Within 2 weeks from date of letter of separate intimation. • Operation & Comprehensive Maintenance: The duration for comprehensive maintenance & operation shall be six (6) years. Comprehensive maintenance for 1st year shall be included under warranty period. 				
(E)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD) <i>[Itemized or Lump sum as per site requirement]</i>	<table border="1"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">X</td> </tr> </table> <p>Amount: Rs. 10.00 Lakh (Refer clause no.16 of ITB & BDS for details)</p>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√					
NOT APPLICABLE	X					
(E1)	DECLARATION FOR BID SECURITY	MSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.				
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p>From 06.07.2023 to 20.07.2023 (1400 Hrs, IST) on following websites:</p> <p>(i) e-Procurement Portal (e-Portal) https://cugl.abcprocure.com</p> <p>(ii) MECON Website: www.meconlimited.co.in</p>				
(G)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Date : 10.07.2023 Time : 1200 Hrs. Venue : Online meeting link- https://meet.google.com/ked-srsf-ecy</p>				
(H)	BID DUE DATE AND TIME (ON OR BEFORE)	<p>Date : 20.07.2023 Time : 1400 Hrs.</p>				
(I)	DATE, & TIME OF UN-PRICED BID OPENING	<p>Date : 20.07.2023 Time : 1500 Hrs.</p>				
(J)	CONTACT DETAILS OF TENDER DEALING OFFICER	<p>Name : Rakesh Sharma Designation: Sr. GM (Contracts), MECON Ltd., Delhi Phone No. & Extn :011-22401100/03 FAX No.: 011-22041214 e-mail : cont-delhi@mecon.co.in</p>				

(K)	DEALING CUGL'S OFFICE ADDRESS	M/s Central UP Gas Limited, 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur, 208024				
(L)	HELP DESK FOR E- TENDERING	For any clarification, help and registration for E-Tendering & for obtaining Digital Signature contact at https://cugl.abcprocure.com . Refer Annexure-III to Section-III ADDENDUM TO INSTRUCTIONS TO BIDDERS (GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING).				
(M)	SALE OF TENDER DOCUMENTS	From 06.07.2023 Upto 1400 Hrs. (IST) on 19.07.2023 Website: https://cugl.abcprocure.com				
(N)	TYPE OF TENDER	<table border="1" data-bbox="867 877 1357 1104"> <tr> <td data-bbox="867 877 1094 989">E-TENDER</td> <td data-bbox="1094 877 1357 989" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="867 989 1094 1104">MANUAL</td> <td data-bbox="1094 989 1357 1104" style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>Bids are to be submitted online at https://cugl.abcprocure.com only.</p>	E-TENDER	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>
E-TENDER	<input checked="" type="checkbox"/>					
MANUAL	<input type="checkbox"/>					

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Bid must be submitted only on <https://cugl.abcprocure.com> . Further, The following documents in addition to uploading in the bid on e-Portal shall also be submitted in Original (in physical form) within 05 (five) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]: -
 - i) EMD/Bid Security / Declaration for Bid Security (as applicable)
- 5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

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

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

This is not an Order.

For & on behalf of
Central UP Gas Limited

(Rakesh Sharma)
Sr. GM (Contracts)
MECON Limited, 15th Floor, SCOPE Minar, North Tower
Laxmi Nagar, District Center, Delhi – 110 092
Telephone: +91-11-22401100/03
Fax: +91-11-22041214/22421310
E-mail: cont-delhi@mecon.co.in



CUT-OUT SLIP

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. : 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Description : ***PROCUREMENT OF 1200 SCMH GAS ENGINE
DRIVEN RECIPROCATING CNG COMPRESSORS***

Bid Due Date & Time : 20.07.2023 (1400 Hrs.)

From: ***To:***

.....	The Sr. General Manager (Contracts) MECON LIMITED 15TH FLOOR, NORTH TOWER, SCOPE MINAR, LAXMI NAGAR DISTRICT CENTRE DELHI – 110092 Ph No.: 91-11-22401100/03 Fax No.: 91-11-22041214 Email: cont-delhi@mecon.co.in
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(To be pasted on the envelope containing Physical documents)

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SECTION-II

BID EVALUATION

CRITERIA & EVALUATION

METHODOLOGY

SECTION-II**BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY****A. Technical Criteria****A.1 Packaging/Manufacturing Criteria**

- a. The bidder shall be a regular manufacturer/ packager and supplier of reciprocating gas compressor packages handling hydrocarbon gas with single point responsibility.
- b. The bidder in the last five years reckoned from bid due date, should have engineered, manufactured/packaged, tested and supplied from the proposed facility of manufacturing/packaging at least 06 nos. of Gas Engine Driven Reciprocating CNG compressor packages of 1200 SCM^H with discharge pressure of 255 Kg/cm² (g) in a single order/rate contract to any of Oil PSU / JVs of PSUs CGD Company in India and all have completed trouble free operation for minimum period of 2000 hrs or more as on the bid due date
- c. The bidder, directly or through their authorized agencies, shall have provided Operation & Maintenance services for at least 06 Nos. of Reciprocating CNG compressor packages of 1200 SCM^H or higher capacity for a period of not less than one year. The period for trouble free operation & maintenance services shall be in the last 5 years reckoned from the bid due date.

A.2 Equipment Qualification Criteria

The bidder must have manufactured, tested and supplied to customers from the offered manufacturing plant, in the last five years, at least 06 Nos. Gas Engine Driven Reciprocating CNG compressor of 1200 SCM^H with discharge pressure of 255 kg/cm²(g) identical to the offered compressor models in terms of number of stages, number of throws, frame power and process gas (i.e. natural gas) in a single order / rate contract and must have been operating satisfactorily in the field for a period of minimum 2000 hrs or more without any major breakdown as on the bid due date.

Note:

- i) A job executed by a bidder for its own concern/ Subsidiary cannot be considered as experience for the purpose of meeting requirement of BEC of the tender.
- ii) In case the bidder is executing a rate contract which is still running and the quantity supplied is equal to or more than the minimum prescribed quantity as well as the criteria as mentioned in the BEC above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory execution certificate to this effect issued by the end user/owner/ Authorized consultant.

A.3 Participation of Authorized Indian Suppliers/ Indian Subsidiary or Associate on behalf of Foreign Manufacturer(s)/ Packager(s):

Foreign Manufacturer (having manufacturing unit outside India) /Packager may submit their bid through authorized Indian supplier/ Indian subsidiary or Associate. In such a case authorized Indian supplier / Indian Subsidiary or Associate may submit bid as “Bidder” subject to their Foreign Manufacturer/Packager fulfilling the criteria stipulated at clause no. A.1 and A.2. above. Further, such bidder (authorized Indian supplier / Indian Subsidiary or Associate) has to comply with following provisions:

- Foreign Manufacturer /Packager on whose behalf Authorized Indian supplier/ Indian Subsidiary or Associate is submitting the offer shall have the prime responsibility of providing unconditional guarantee/warranty and after sale support to the purchaser during guarantee/warranty and operations & comprehensive maintenance period. A confirmation by the Foreign Manufacturer /Packager to this effect shall be submitted along with the bid. Successful bidder has to sign tripartite agreement (between foreign manufacturer / packager, Authorized Indian supplier/ Indian Subsidiary or Associate and Purchaser) confirming availability of spares and technical support for a period of at least 10 years from date of notification of award.
- The bidder shall furnish a certificate from the Foreign Manufacturer/ Packager confirming the bidder’s status as their Authorized Indian Supplier / Indian Subsidiary or Associate. The authorization certificate shall remain valid up to the completion of the contract period in accordance with the bid document.
- The bid shall be liable for rejection in case of change in proposed Foreign Manufacturer /Packager after submission of bid. One Foreign Manufacturer/Packager can quote only through one supplier and a supplier shall offer product of only one Foreign Manufacturer /Packager. The bidder should have either prior experience of manufacturing/ assembling/ packaging/ supplying CNG compressor package or should have provided successful operations and comprehensive maintenance services for a period of not less than one year for any reciprocating Compressors as on the date of issue/publish of tender.

B. Financial Criteria

B.1 Annual Turnover:

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the last three preceding financial years shall be **Rs. 1100.00 Lakh.**

B.2 Net worth:

Net worth of the bidder should be positive as per the immediate preceding year’s audited financial results.

B.3 Working Capital:

The minimum working capital of the bidder as per the immediate preceding audited financial results of financial year, shall be **Rs. 220.00 Lakh.**

Note:

- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (strictly as per format at F-09) from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least the working capital requirement as stated above.
- The Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

Note to BEC-Fin.:

(i) **Annual Turnover:** 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 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

(ii) **Net Worth/Working Capital:** In case the tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year.

(iii) In case, Audit is not mandatory as per the Statutory Norms for Bidder, the bidder is required to submit a copy of the Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.

C. DOCUMENTS REQUIRED FOR QUALIFICATION OF BEC:

C.1 For BEC-Technical

Sl.no.	Criteria	Documents required for qualification
Technical Criteria A.		
(i)	Documents in support of clause A.1 (a)	Confirmation by bidder on Letterhead duly verified by the TPI.
(ii)	Documents in support of clause A.1 (b) & (c) and A.2	<p>a) Detailed Letter of Award Copy of detailed Letter of Award/ Purchase Order/ Contract with SOR.</p> <p>b) Inspection Release Note / Completion Certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate), indicating year of supply, number of packages; only after completion of work/ supply in all aspect having reference to letter of award. In case of rate / maintenance contract-satisfactory work execution certificate issued by end user/ owner/ authorised consultant.</p> <p>c) Confirmation by end user/ owner with respect to compressor packages for satisfactorily AMC/O&M Services.</p> <p>d) Confirmation by end user/ owner with respect to compressor packages for trouble-free operation for minimum 2000 hrs. or more as on the bid due date having reference to the letter of award/purchase order/contract</p> <p>e) PESO Certificate</p>
(iii)	Bidder using credentials of Foreign Manufacturer: Proof of foreign manufacturer (having manufacturing unit outside India) of Compressor past experience of supply as per clause no. A3	<p>Bidder to submit the foreign manufacturer 's copy of</p> <p>a) Documents required against sl. no. A1 & A.2 above in respect of foreign manufacturer meeting BEC-technical.</p> <p>b) Documents as stated under sl. no. D below.</p> <p>c) A written agreement from their foreign manufacturer (having manufacturing unit outside India) to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warranty, post warranty service and after sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of contract in</p>

		<p>accordance with the bid document. Bidder's to submit a declaration,</p> <p>d) Letter stating that they are qualifying based on their foreign manufacturer 's past supply experience</p>
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C.2 For BEC-Financial

BEC Clause No	Description	Documents required for qualification
Financial Criteria B.		
(i)	Annual Turnover (B.1)	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of three (3) preceding financial year(s).</p> <p>Bidder shall submit prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>
(ii)	Net worth (B.2)	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of immediate preceding financial year.</p> <p>Bidder shall submit in prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>
(iii)	Working capital (B.3)	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of immediate preceding financial year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank (as per format F-09) having net worth not less than Rs. 100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p> <p>Bidder shall submit prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>

C.3 Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by CUGL for evaluation of Bid.

Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

C.4 Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

(a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order submitted by bidder.

(b) **BEC (Financial):**

(i) **For Annual Turnover:**

The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

(ii) **For Net-Worth & Working Capital:**

The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

(iii) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of

currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

D. AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC)

(i) **Technical Criteria of BEC:**

For Indian Entity:

Bidder shall furnish copies of all necessary documents, as mentioned above, duly certified / attested by chartered engineer and notary public with legible stamp in respect of their meeting the technical criteria of BEC.

For Foreign Entity:

Bidder shall furnish copies of all necessary documents, as mentioned above, duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/ EurEta Registered Engineer/ EurIng or Equivalent Registered Engineer of bidder's country with legible stamp in respect of their meeting the technical criteria of BEC.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High

Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC certified by "Apostille affixed by competent authorities designated by the government of bidder's country" shall also be acceptable.

(ii) Financial Criteria of BEC:

Bidder shall submit in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of tender document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of tender document.

All documents in support of BEC should be scanned and uploaded in the E - portal. In absence of requisite documents, CUGL /MECON reserves the right to reject the bid without making any reference to the bidder.

All documents in support of BEC should be scanned and uploaded in the E - portal. In absence of requisite documents, CUGL /MECON reserves the right to reject the bid without making any reference to the bidder.

E. RESTRICTING PARTICIPATION OF NCLT REFERRED BIDDERS

- i. Offer from the following type of bidders / members of consortium will not be considered:
 - a) Bidders who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
 - b) Bidders whose resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of bid.
- ii. It will be responsibility of the bidder/contractor/vendor to inform CUGL/PMC within 15 (Fifteen) days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- iii. If bidder fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any latter stage, their offer is liable to be rejected by CUGL/PMC.
- iv. CUGL/PMC reserve the right to cancel / terminate the contract without any liability on the part of CUGL/PMC immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

A declaration in this regard shall be furnished by the bidder as per proforma enclosed as Annexure-II to Section II in tender.

F. Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

G. VOID

H. EVALUATION AND COMPARISON OF PRICES:

1. Bidder must quote for full quantity of all the items of Material Requisition of tender, otherwise bidder's offer will not be considered for evaluation.
Bid shall be evaluated on L1 (lowest cost) basis (including quoted GST) for complete scope of work including all material supply (on FOT site basis) and services including operation & comprehensive maintenance with taxes/duties, cess, etc and Price Loading (if any) as per terms & conditions of tender.
2. **The evaluated price of bidders shall include the following:**
 - (a) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
 - (b) Inland transportation upto Delivery location and other costs incidental to delivery of goods
 - (c) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)

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- (d) Charges for incidental services viz. INSTALLATION, COMMISSIONING, TESTING, SERVICES FOR OPERATIONS and COMPREHENSIVE MAINTENANCE as per SOR, and GST (CGST & SGST/UTGST or IGST) on these services
- (e) Other loading, if any, as specified in Tender Document

NOTE:

- a) *Bidders are required to quote charges for item nos. 3.2.1.1 to 3.2.2.5 of MR not less than the value arrived based on item-wise percentages specified in SOR (Section VI), Vol. I. In case, bidder's quoted price(s) for year-wise comprehensive maintenance are lower than the amount arrived based on minimum percentages specified, the total shortfall in quoted charges for comprehensive maintenance (with respect to percentages specified for respective year) shall be compensated from the total amount of supply items (incl. freight, GST, etc.,).*

Thus, the value of year wise charges for comprehensive maintenance shall be increased to value arrived based on minimum percentages specified & quoted price of supply item (whose percentages are specified) and value of supply items shall be decreased proportionately during order placement, so that gross quoted price including GST of the bidder remains the same. This shall be done only for the items for which the quoted price is lower than the minimum percentages specified.

- b) In case the bidder is covered under Composition Scheme under GST laws, then such bidder should mention "Cover under composition system" in their offer.
- c) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid.
- d) In case any cess on GST is applicable, same shall also be considered in evaluation. The bids will be evaluated based on total price including applicable GST (CGST & SGST/UTGST or IGST)



Annexure-I to Section-II

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

NOT APPLICABLE FOR THIS TENDER



Annexure-II to Section-II

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE

2016

(to be submitted on letter head of bidder)

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024
SUB:

TENDER NO:

Dear Sir,

I/ We hereby declare that I/We, M/s _____, declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

(ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

(a) _____

(b) _____

(c) _____

(Attach details in separate sheet)

(i) Further, I / We also confirms that in case there is any change in status of this declaration at any stage of tendering / execution (in case of award), the same will be promptly informed to CUGL.

Note: Strike out either (i) or (ii) as applicable.

It is understood that if this declaration is found to be false, CUGL shall have the right to reject my/our bid, and forfeit the EMD/CPS. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to CUGL.

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

SECTION-III

INSTRUCTIONS TO **BIDDERS**

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

SECTION-III

INSTRUCTION TO BIDDERS

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[A] GENERAL:

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4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

[B] TENDER DOCUMENT:

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
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[C] PREPARATION OF BID:

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3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this Invitation For Bid (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 **SCOPE OF BID:** The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by CUGL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Annexure-I, Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of CUGL or the Ministry of Petroleum and Natural Gas.

If the Tender Document is/was issued inadvertently / downloaded from, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award.

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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- 2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 Power of Attorney:

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

The Power of Attorney shall be issued as per the constitution of the bidder as below:

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

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

- 2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to CUGL/ MECON promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 BID FROM "CONSORTIUM" – NOT APPLICABLE

4 ONE BID PER BIDDER

- 4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

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- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

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

5 COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, CUGL/ MECON will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.

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

6.3 The Bidder shall not be entitled to hold any claim against CUGL/ MECON for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – TENDER DOCUMENT

7 CONTENTS OF TENDER DOCUMENT

7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8 & 9":

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- Section-I : Invitation for Bid [IFB]
 - Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB], Annexures & Forms & Format *
 - Section-IV : General Conditions of Contract [GCC]-Goods
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : **Price Schedule**
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- For Material Requisition, Technical Specifications, Drawing (wherever applicable) and scope for incidental services (wherever applicable)-Refer Volume II of II.

* The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

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

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Document may notify CUGL in writing or by email in the format "F-11" at CUGL/ MECON's mailing address indicated in the IFB/BDS no later than 03 (three) days before pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not scheduled. CUGL/ MECON reserves the right to ignore the bidders request for clarification if received after the aforesaid period. CUGL/ MECON may respond in writing to the request for clarification. CUGL's response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (F) of IFB. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1 Bidders are requested to refer instructions for participating in e-Tendering (Annexure-III to Section III), Bidder Manual for e-tender submission and other support instructions/ guidelines, as available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on e-tender portal (<https://cugl.abcprocure.com>) as follows: -

Bid should be submitted at the portal for e-tender (<https://cugl.abcprocure.com>) in Two Bid system in two parts as below:

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

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

Comprising all the below mentioned documents should be uploaded in the e- portal:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD / Declaration for Bid Security, as per Clause 16 of ITB
- (j) Copy of Integrity Pact as per Form F-13 (If applicable)
- (k) All other forms and Formats including Annexures.
- (m) Tender Document, its Corrigendum/Amendment/Clarification(s) digitally signed by the Authorized Signatory holding POA.
- (o) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Further, Bidders must submit the original "Bid Security / EMD" and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 5 days from the Bid Due Date.

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

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document/ as available on e-tender portal, as per instructions mentioned hereunder. CUGL/ MECON shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- v) If any Bidder(s) offers *suo-moto* Discount/Reduction after opening of price bid, such discount /reduction shall not be considered for evaluation.

11.2 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

12 BID PRICES

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

-
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) Inland transportation upto Delivery Location and other costs incidental to delivery.
The material is required to be delivered through a registered common carrier as per section 3 of Carriage by the Road Act 2007.
Also, CUGL reserves the right to transport the material with it's own transporter.
- C) GST (CGST & SGST/UTGST or IGST) on the finished goods as well as on inland transportation,
- D) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- 12.2 Regarding arrangement of transit insurance, refer BDS.
- 12.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document/ available on e-tender portal. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.
- 12.4 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 12.5 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, whatsoever; unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

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

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

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

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

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

Beyond the contract period, in case CUGL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

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

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

13.5 Where CUGL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/CUGL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/CUGL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely

- filed by supplier with requisite details.
- 13.5.2 The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where CUGL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/CUGL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 CUGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 13.8 In case CUGL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR. Where CUGL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and CUGL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to CUGL or ITC with respect to such payments is not available to CUGL for any reason which is not attributable to CUGL, then CUGL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by CUGL to Service Provider / Supplier.
- 13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details. If input tax credit is not available to CUGL for any reason not attributable to CUGL, then CUGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by CUGL in future to the Service Provider under this contract or under any other contract.
- 13.10 **Anti-profiteering clause**
As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider / supplier may note the above and quote their prices accordingly.
- 13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative /

black listed, then the bids may be rejected by CUGL. Further, in case rating of bidder is negative / black listed after award of work, then CUGL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by CUGL.

- 13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by CUGL as no ITC is allowed on such invoices.

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of CUGL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of CUGL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of CUGL.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

- 15.1 Bid shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by CUGL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Purchaser may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD/Bid Security'/-without any actions being invoked as per bid security declaration. 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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD)

- 16.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of Central U P Gas Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2B of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.
Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of CUGL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 16.3 CUGL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such

- commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by CUGL/ MECON as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are exempted from the payment of EMD. MSEs to submit Udyam registration certificate(s) to claim exemption.
- Enterprise which have been re-classified as Medium' enterprise from their earlier status as 'Micro' or 'Small' enterprise in Udyam registration certificate shall be exempted from submitting EMD. The bidders shall be given this exemption for a period of three years from the date of such upward change in their MSME status. Bidders are required to submit Udyam registration certificate(s) meeting above stated conditions for exemption under this provision, failing which bid shall be rejected.*
- Note: The notification S.O.4926 (E) dated 18.10.2022 is applicable to the upward change took place in the status of Udyam Registered enterprises only for availing the benefits of the schemes as per the policy or guidelines, not on erstwhile Udyog Aadhaar Memorandum (UAM). Any reference to Udyog Aadhaar Memorandum (UAM) certificate shall not be considered for such EMD exemption.*
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CUGL. The forfeiture amount will be subject to final decision of CUGL based on other terms and conditions of order.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16A **DECLARATION FOR BID SECURITY**

MSEs and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 **PRE-BID MEETING**

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to CUGL/ MECON in the format “F-11”, as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites as mentioned at clause no. 2.0 (F) of IFB. and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 **FORMAT AND SIGNING OF BID**

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.
- 18.3 Digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III to Section III).

19 **ZERO DEVIATION AND REJECTION CRITERIA**

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. CUGL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, CUGL/ MECON will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). CUGL’s/ MECON’s determination of a Bid’s responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Bond / Bid Security declaration
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact (if applicable)
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

20 **E-PAYMENT**

Central UP Gas Limited has initiated payments electronically to Suppliers / Contractors electronically through 'e-banking'.

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BID**

- 21.1 Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 EMD /Physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BID**

- 22.1 the Bid must be uploaded on e-Portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.

22.2 CUGL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of CUGL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites as mentioned at clause no. 2.0 (F) of IFB.

23 LATE BID

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

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

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

24 MODIFICATION AND WITHDRAWAL OF BID

24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time. No bid shall be modified/ withdrawn after the Bid Due Date & Time.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

25 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by CUGL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in tender can make such representation
- ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

However, following decisions of CUGL/ MECON shall not be subject to review:

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- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 Unpriced Bid Opening:

CUGL/ MECON will open bids, as per date, time and location stipulated in the BDS.

26.2 Priced Bid Opening:

26.2.1 CUGL/ MECON will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

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

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE PURCHASER

28.1 From the time of bid opening to the time of contract award, no bidder shall contact CUGL/ MECON on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence CUGL/ MECON in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the CUGL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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- 29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-
- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
 - (b) has been properly signed;
 - (c) is accompanied by the required EMD / Bid Security/ Bid Security Declaration
 - (d) is substantially responsive to the requirements of the Tender Document; and
 - (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"
 - (f) The bid does not contain major scope deficiencies, contradictions or ambiguities making it almost impossible to evaluate.
 - (g) The bid is generally in order.
- 29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
 - b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
 - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or

- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the CUGL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

- 30.1 Bids determined to be substantially responsive will be checked by the Purchaser/ MECON for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser/ MECON as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
 - (iii) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct
 - (iv) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, the Bid is liable to be rejected and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

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

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

33 QUANTITY VARIATION

- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed, if there is no specific quantity variation/tolerance criteria in SCC. For such tolerance, separate amendment to Purchase Order would not be necessary. **Provisions for the quantity tolerance stipulated in Technical Volume/SCC shall prevail over above provision.**
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 **VOID**

[F] – AWARD OF CONTRACT

35 **AWARD**

Subject to “ITB: Clause-29.0”, CUGL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

“CUGL intent to place the order/contract directly on the address from where Goods are produced/dispatched OR Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed”.

CUGL will place the Purchase Order/Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]**

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by CUGL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on CUGL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. CUGL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder’s / Supplier’s furnishing of ‘Contract Performance Security / Security Deposit’, pursuant to “ITB: Clause-38”, CUGL/ MECON will promptly discharge his EMD, pursuant to “ITB: Clause-16”.
- 36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

37.0 **DISPATCH SCHEDULE**

- 37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-Works basis the transportation will be arranged by supplier(s) / CUGL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule

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- (ii) Dimension details of packages
 - (iii) Detailed technical write-up along with Catalogue (if applicable)
 - (iv) Any other document/details, if mentioned in Purchase Order
- 37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by CUGL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 37.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.
- 37.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to CUGL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]

- 38.1 Within 21 days of the receipt of the notification of award/ FOA from CUGL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

In case, CUGL allows additional time for submission of CPBG/SD beyond 21 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 21st day after issuance of FOA/Notification of award) plus 4.0% per annum (on CPBG/SD amount) shall be charged for delay beyond 21 days i.e. from 22nd days after issuance of FOA.

- 38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**. Bank Guarantee towards CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural 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 should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.
- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security.
- 38.4 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to CUGL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by CUGL.
- 38.5 The successful bidder can also submit the SD/CPS through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of CUGL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA. While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 21 days from the date of Fax of Acceptance.
- 38.6 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by CUGL. The forfeiture amount will be subject to final decision of CUGL based on other terms and conditions of order.
- 38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.
- 38.8 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.9 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/ COERCIVE PRACTICES**
- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.



39.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in CUGL’s “Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices” (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Central UP Gas Limited, to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by CUGL, such decision of CUGL shall be final and binding on the Bidder /Supplier and the ‘Arbitration Clause’ mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

40 VOID

41 PACKING INSTRUCTIONS

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of ‘Detailed Packing List’ shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:
 DESTINATION:
 Purchase Order No.....
 Net Wt..... Kgs,
 Gross Wt..... Kgs.
 Dimensions.....X.....X.....CM.
 Package No. (Sl. No. of total packages).....

Seller's Name.....

- 41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
 - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
 - Valid operating/driving license of driver/operator
 - Any other requirement mentioned elsewhere in Tender Document

41.9 **GREEN PACKAGING:**

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability

In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

- Adopt green packaging practices for packaging
- Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.
- If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.
- The paper to be packaged in material that is recyclable/reusable or biodegradable.
- Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.
- Use of reusable containers or packaging to transport products;
- Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided
- Avoid the use of materials toxic to humans or the environment

42 **VENDOR PERFORMANCE EVALUATION**

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

43 **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

44 **DISPUTE RESOLUTION MECHANISM**

44.1 **VOID**

44.2 **CONCILIATION AND ARBITRATION**

Shall be as per cl.no.30 of General Conditions of Contract (GCC).

45 **DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS**

Shall be as per cl.no.30.4 of General Conditions of Contract (GCC) with modification to following extent:

All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Kanpur (Uttar Pradesh), India.

46 **REPEAT ORDER**

Shall be as per Clause no. 40 of GCC-Goods except the percentage of repeat order shall be upto 50% of the original ordered quantity with same terms and conditions within six months from the date of order.

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

48 **FAILURE AND TERMINATION**

Time and date of delivery shall be the essence of the contract. If the contractor/supplier fails to complete the work/deliver the entire quantity of materials ordered or a part thereof within the period agreed to for such part or total quantity as per the delivery/time schedule or at any time repudiates the contract before the expiry of such period, CUGL may without prejudice to any other right or remedy available to him recover damages for breach of the contract in form of recovering the LD/cancellation of the contract whichever is in the interest of the company.

Termination of the contract as provided for above shall not prejudice or affect the rights of CUGL, which may have accrued up to date of such termination.

49 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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

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

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

50 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

51 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

51.1 TDS as applicable will be deducted by CUGL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

51.2 Since CUGL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

51.3 Higher rate of TDS for non-filers of ITR

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

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

52 DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Goods/SCC.

However, for release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

53 ORDER OF PRECEDENCE

53.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

-
- (i) Purchase Order
 - (ii) Fax of Acceptance
 - (iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)
 - (iv) Drawings
 - (v) Special Purchase Conditions(SPC) / Special Conditions of Contract (SCC)
 - (vi) General Technical Specifications (if applicable)
 - (vii) Instructions to Bidders (ITB)
 - (viii) General Conditions of Contract (GCC)
 - (ix) Any other document forming part of the Contract

Amendment issued to Purchase Order after signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

- 53.2 **Headings and Marginal Notes:** All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

Annexure-I to Section-III

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

Refer CUGL's website for details.

https://www.cugl.co.in/cms/sites/default/files/inline-files/BANNING_PROCEDURE.PDF



Annexure-II to Section-III

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/
CONSULTANTS**

Refer CUGL's website for details.

https://www.cugl.co.in/cms/sites/default/files/inline-files/Holiday_Procedure.pdf

Annexure-III to Section-III

ADDENDUM TO INSTRUCTIONS TO BIDDERS
(GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING)

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcprocure.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.abcprocure.com>.
2. For registration on the e-tender site <https://cugl.abcprocure.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 in to 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@abcprocure.com, satabdi@abcprocure.com with a copy to info@abcProcure.com for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class III** and above (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.

4. Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.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.
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.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

-
- (a) Vendors are advised to log on to the website (<https://cugl.abcprocure.com>) and arrange to register themselves at the earliest, if not done earlier.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) No manual bids/offers along with electronic bids/offers shall be permitted.

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.

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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.

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:

Contact Numbers: 9081003339/7968136832/ 9510812960/ 9265562819

E-mail id: allocation@eptl.in; support@abcprocure.com

Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB (SECTION-III) TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description				
A. GENERAL					
1.1	The Purchaser is: Central UP Gas Limited The consignee details for the goods are 'Central UP Gas Limited' Other details shall be provided in order.				
1.2	The Invitation for Bid/ Tender is for <u>PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS</u> Scope: Scope comprises Design, Engineering, Manufacturing, Assembly, Inspection, Supply, Transportation, packaging, forwarding, insurance, custom clearance, handling, loading and unloading at port as well as at CUGL stores / Sites, Installation, Testing & Commissioning and Performance Acceptance Test of Gas Engine Driven (GED) Reciprocating CNG Compressors as mentioned below: <table border="1" data-bbox="435 951 1490 1056"> <thead> <tr> <th align="center">ITEM DESCRIPTION</th> <th align="center">TOTAL QTY</th> </tr> </thead> <tbody> <tr> <td>GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSOR OF 1200 SCMH CAPACITY</td> <td align="center">12 nos</td> </tr> </tbody> </table> Installation, testing, commissioning and Performance Acceptance Test of each compressor package after intimation from CUGL.	ITEM DESCRIPTION	TOTAL QTY	GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSOR OF 1200 SCMH CAPACITY	12 nos
ITEM DESCRIPTION	TOTAL QTY				
GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSOR OF 1200 SCMH CAPACITY	12 nos				
General	The Purchaser is: Central UP Gas Limited The consignee details and Delivery Location for the goods are as under:- Consignee: Details shall be provided in order. Delivery Location: Refer Material Requisition, Vol. II.				
B. TENDER DOCUMENT					
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. Rakesh Sharma, Sr. GM (Contracts), MECON Ltd., Delhi Street Address: Scope Minor, North Tower, District Centre, Laxmi Nagar Floor/Room number: 15 th Floor City: Delhi ZIP Code: 110092 Country: India Email: cont-delhi@mecon.co.in Fax No.: 011-22041214				
C. PREPARATION OF BID					
11.1.1 (m)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): SCC/Scope of Work refers				

<p>12</p> <p>12 & 13</p>	<p>Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under:</p> <p>_____</p> <p>_____</p> <p>Whether CUGL will be able to avail input tax credit in the instant tender</p> <table border="1" data-bbox="454 420 1136 598"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>				
YES	<input type="checkbox"/>								
NO	<input checked="" type="checkbox"/>								
<p>12.2</p>	<p>Transit Insurance shall be arranged by :-</p> <table border="1" data-bbox="430 661 982 808"> <tr> <td>CUGL</td> <td><input type="checkbox"/></td> </tr> <tr> <td>SUPPLIER</td> <td><input checked="" type="checkbox"/></td> </tr> </table> <p>In case, transit insurance to be arranged by CUGL, the details of Transit Insurance Policy are as under:- Not Applicable</p>	CUGL	<input type="checkbox"/>	SUPPLIER	<input checked="" type="checkbox"/>				
CUGL	<input type="checkbox"/>								
SUPPLIER	<input checked="" type="checkbox"/>								
<p>12.4</p>	<p>Delivery basis shall be</p> <table border="1" data-bbox="430 955 1396 1113"> <tr> <td>FOT/FOR Site, ..[location]</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>EX-WORKS/FOT Dispatch point,(Bidder to indication location)</td> <td><input type="checkbox"/></td> </tr> </table>	FOT/FOR Site, ..[location]	<input checked="" type="checkbox"/>	EX-WORKS/FOT Dispatch point,(Bidder to indication location)	<input type="checkbox"/>				
FOT/FOR Site, ..[location]	<input checked="" type="checkbox"/>								
EX-WORKS/FOT Dispatch point,(Bidder to indication location)	<input type="checkbox"/>								
<p>13.7 and 13.8</p>	<p>Details of Buyer:</p> <table border="1" data-bbox="446 1291 1315 1575"> <tr> <td>Consignee</td> <td>Central UP Gas Limited Other details shall be provided in order.</td> </tr> <tr> <td>PAN No.</td> <td>AACCC5883A</td> </tr> <tr> <td>GST no.</td> <td>State: UP GST No.: 09AACCC5883A1ZR</td> </tr> <tr> <td>CUGL Bank details</td> <td><i>Details are given below.</i></td> </tr> </table>	Consignee	Central UP Gas Limited Other details shall be provided in order.	PAN No.	AACCC5883A	GST no.	State: UP GST No.: 09AACCC5883A1ZR	CUGL Bank details	<i>Details are given below.</i>
Consignee	Central UP Gas Limited Other details shall be provided in order.								
PAN No.	AACCC5883A								
GST no.	State: UP GST No.: 09AACCC5883A1ZR								
CUGL Bank details	<i>Details are given below.</i>								
<p>14</p>	<p>The currency of the Bid shall be INR</p>								
<p>15</p>	<p>The bid validity period shall be 04 (Four) months'from final 'Bid Due Date'.</p>								
<p>16.1</p>	<p>In case 'Earnest Money Deposit / Bid Security' is in the form of 'Demand Draft', the same should be favor of Central UP Gas Limited, payable at Kanpur.</p>								
<p>16.9 & 38.5</p>	<p>CUGL's Bank a/c details:</p> <ul style="list-style-type: none"> For online transactions, the following CUGL bank details to be used : Union Bank Of India Account No: 455201011012003 								



	<p>Bank Address: Trade Tax Office Lakhanpur road Dist Kanpur UP , Pin - 208024 RTGS/NEFT/IFSC Code:UBIN0563081</p> <p>Bidder to mention reference no. “EMD/.....” in narration while remitting bid security /EMD amount in CUGL’s Bank Account.</p> <p style="text-align: center;">AND</p> <p>Successful Bidder to mention reference no. “CPS/FOA/PO no.....” in narration while remitting CPS amount in CUGL’s Bank Account.</p>
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D. SUBMISSION AND OPENING OF BIDS

22	The E-Tender No. of this bidding process is: <u>Not Applicable.</u>
22.2	For submission of physical document as per clause no. 4.0 of IFB, the Owner’s address is : Sr. Manager (C&P) Central UP Gas Ltd, UPSIDC Complex 7th Floor, A-1/4, Lakhanpur, Kanpur, Uttar Pradesh 208024
26	The bid opening shall take place at: Tender opening (un-priced) meeting shall be conducted through video conferencing: REFER clause 2 (I) to IFB

E. EVALUATION, AND COMPARISON OF BIDS

32	Evaluation Methodology is mentioned in Section-II.
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F. AWARD OF CONTRACT

36	The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :- Shall be intimated along with Purchase Order.				
37.4	Whether part shipment is allowed: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				

38	<p>Contract Performance Security (CPS)/ Security Deposit</p> <table border="1" data-bbox="457 275 1115 426"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">X</td> </tr> </table> <p>The CPBG/ SD shall be submitted in two parts, as given below:</p> <p>A. For Supply, Erection, Testing, Commissioning:</p> <p><i>SD/CPBG @ 3% of Order/Contract value (excluding the value of Annual operation & comprehensive Maintenance) to be submitted within 21 days of FOA/notification of award.</i></p> <p><i>Validity of this CPBG shall be till completion of Guarantee/ Warrantee / Defect Liability Period of equipment supplied.</i></p> <p>B. For Annual operation & comprehensive Maintenance:</p> <p><i>SD/CPBG @ 3% of annualized Order/Contract value (excluding the value of Supply, Erection, Testing, Commissioning) to be submitted within 21 days of FOA/notification of award.</i></p> <p><i>Validity of this CPBG shall be till completion of Annual operation & comprehensive Maintenance period.</i></p> <p>Note:</p> <p><i>Annualized Order/Contract value (excluding the value of Supply, Erection, Testing, Commissioning) for SD/CPBG for Annual operation & comprehensive Maintenance shall be:</i></p> <p><i>Order/Contract value (excluding the value of Supply, Erection, Testing, Commissioning) divided by period of operation & comprehensive Maintenance in terms of years.</i></p>	APPLICABLE	√	NOT APPLICABLE	X
APPLICABLE	√				
NOT APPLICABLE	X				
Clause no.38 of GCC	<p>Fall Clause:</p> <table border="1" data-bbox="457 1591 1115 1743"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">X</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">√</td> </tr> </table>	APPLICABLE	X	NOT APPLICABLE	√
APPLICABLE	X				
NOT APPLICABLE	√				
SCC	<p>Documents required for accepting the Goods:</p> <p>Refer SCC & MR .</p>				

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2A OR F-2B	DECLARATION FOR BID SECURITY OR PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	BIDDER'S QUERIES FOR PRE BID MEETING
F-12	E-BANKING MANDATE FORM
F-13	INTEGRITY PACT
F-14	FREQUENTLY ASKED QUESTIONS (FAQs)
F-15	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-16	FORMAT FOR NO CLAIM CERTIFICATE
F-17	PROFORMA OF POWER OF ATTORNEY
F-18	INDEMNITY BOND
F-19	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY/ SD WITHIN STIPULATED TIME LINE
F-20	DETAILS OF QUOTED SCOPE



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)



		Mobile No. : e-mail ID:
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	GST No. (refer sl. no. 7 above)	
14	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified ITB:Clause No. 16)</i>

Note: *CUGL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



FORMAT F-2A

DECLARATION FOR BID SECURITY

To,

M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Dear Sir

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



FORMAT F-2B

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"

(To be stamped in accordance with the Stamp Act)

To, M/s Central UP Gas Limited, 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur 208024	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of _____ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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 Bidder by Central UP Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Central UP Gas Limited, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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 Bidder M/s.
_____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

a) The Bank’s liability under this Guarantee shall not exceed (currency in figures)
. . . . (currency in words only)

b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of
.....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CUGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. _____

Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ 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.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
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 Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.

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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE (Please Tick (v) Whichever is Applicable	:	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS	(A)	EMAIL ID	:		
(B)		ADDRESS	:			
(C)		PHONE NO	:			



F-3

LETTER OF AUTHORITY

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

Ref:

Date:

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS
TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

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

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

Note:

- (i) 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 "Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening.



F-4

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

To, M/s Central UP Gas Limited, 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur 208024	Bank Guarantee No.	
	Date of BG	
	BG Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for Central UP Gas Limited having registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur 208024, India (herein after called the "CUGL" which expression shall wherever the context so require include its successors and assignees).

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to CENTRAL UP GAS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to CUGL in such manner as CUGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s.

- _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
 5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by CUGL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by CUGL. If any further extension of this guarantee is required, the same shall be extended to such required period _____ on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
 6. Bank also agrees that CUGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that CUGL may have in relation to the supplier's/contractor's liabilities.
 7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by CUGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Kanpur, India.
 8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
 9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
 10. Notwithstanding anything contained herein:



-
- a) The Bank’s liability under this Guarantee shall not exceed (currency in figures)
 . . . (currency in words only)
 - b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
 - a) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of CUGL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name
 Designation

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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Gaurantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.



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

1	BANK GUARANTEE NO	:				
2	VENDOR NAME / VENDOR CODE	:	NAME			
			VENDOR CODE			
3	BANK GUARANTEE AMOUNT	:				
4	PURCHASE ORDER/ LOA NO	:				
5	NATURE OF BANK GUARANTEE	:				
	(Please Tick (√) Whichever is Applicable)		PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
6	BG ISSUED BANK DETAILS					
		(A)	EMAIL ID	:		
		(B)	ADDRESS	:		
		(C)	PHONE NO	:		



F-5

AGREED TERMS & CONDITIONS

To,

M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of CUGL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : CUGL's Vendor Code: Address:
2.	Bidder furnishes bid security declaration OR EMD/Bid Security details as under a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for MSEs and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
3.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	Bidder confirms that quoted prices are strictly as per Price Schedule format of the Tender Document.	
6.	Bidder specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
7.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 21 days of FOA in case of successful bidder.	
9.	Bidder confirms that CPS shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
10.	Bidder confirms acceptance to Delivery/Completion Period as per Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
11.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
12.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
13.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of CUGL or (ii) the bidder is not a firm in which any Director (in Board of Director) of CUGL or their relative is a partner.	
15.	Bidder confirms that all correspondence must be in ENGLISH language only.	
16.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
17.	Bidder confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause)	
18.	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGS) in Price Schedule of Price Bid.	
19.	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).	Yes/ No

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	If yes, Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	
20.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Price Schedule of Price Bid.	
21.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
22.	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	Yes/No
23.	Part Order: (a) Bidder confirms acceptance to Part Order. (b) Bidder confirms that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
24.	Testing and Inspection charges: Bidder confirms that goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.	
25.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
26.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable: "Bidder agrees and acknowledges that the Employer is entering into the Contract/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 Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. Bidder	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>expressly agrees, acknowledges and understands that the Purchaser 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, Bidder hereby expressly waives, releases and foregoes 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."</p>	
27.	<p>Bidder hereby confirms that they are not on 'Holiday' by CUGL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of CUGL or the Ministry of Petroleum and Natural Gas.</p>	
28.	<p>As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.</p>	
29.	<p>The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.</p>	
30.	<p>Bidder confirms that they have read and understood the General Conditions of Contract –available with the tender document & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.</p>	
31.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of CUGL [as available on CUGL website] and shall not indulge themselves or allow others (working in CUGL) to indulge in fraudulent activities and that they would immediately apprise CUGL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of CUGL</p>	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	is liable to be treated as crime and dealt with by the procedures of CUGL as applicable from time to time.	
32.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
33.	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.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-6
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 Purchase Officer in CUGL/ MECON who issued the Tender Document, by filling up the Format)

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024
SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS
TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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-7
BIDDER'S EXPERIENCE

To,

M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

SUB: PROCUREMENT OF 1200 SCMh GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

TENDER NO: 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Sl. No	Description of the Supply/ Services	PO/ Contr-act No. and date	Full Address & phone nos. of Client.	Postal	Value of Contract/ Order (<i>Specify Currency Amount</i>)	Date of Commence ment	Scheduled Completion/ Delivery Period (Months)	Date of Actual Compl- etion	Reasons for delay in execu- tion, if any
(1)	(2)	(3)	(5)		(6)	(7)	(8)	(9)	(10)

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

Note: As per cl.no.D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
A.1 (a)	Documents in support of clause A.1 (a)	Confirmation by bidder on Letterhead duly verified by the TPI.		Yes/No	
A.1 (b) & (c) and A.2	Documents in support of clause A.1 (b) & (c) and A.2	<p>a) Detailed Letter of Award Copy of detailed Letter of Award/ Purchase Order/ Contract with SOR.</p> <p>b) Inspection Release Note / Completion Certificate issued by end user/ owner (or their consultant who has been duly authorized by them to issue such certificate), indicating year of supply, number of packages; only after completion of work/ supply in all aspect having reference to letter of award. In case of rate / maintenance contract-satisfactory work execution certificate issued by end user/ owner/ authorised consultant.</p> <p>c) Confirmation by end user/ owner with respect to compressor packages for satisfactorily AMC/O&M Services.</p> <p>d) Confirmation by end user/ owner with respect to compressor packages for trouble-free operation for minimum 2000 hrs. or more as on the bid due date having reference to the letter of award/purchase order/contract</p> <p>e) PESO Certificate</p>		Yes/No	
A.3	Bidder using	Bidder to submit the foreign manufacturer 's copy of			



	<p>credentials of Foreign Manufacturer: Proof of foreign manufacturer (having manufacturing unit outside India) of Compressor past experience of supply as per clause no. A3</p>	<p>a) Documents required against sl. no. A1 & A.2 above in respect of foreign manufacturer meeting BEC- technical. b) Documents as stated under sl. no. D below. c) A written agreement from their foreign manufacturer (having manufacturing unit outside India) to own complete responsibility of design, QA/QC, after sales technical support, unconditional guarantee/warranty, post warranty service and after sales support to the purchaser along with bidder. The authority certificate shall be valid up to the completion of contract in accordance with the bid document. Bidder's to submit a declaration, d) Letter stating that they are qualifying based on their foreign manufacturer 's past supply experience</p>			
Financial BEC					
B.1	Annual Turn Over	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of three (3) preceding financial year(s). Bidder shall submit prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>	<p>Submitted (Mention specific year.....)</p>	Yes/No	
B.2	Net Worth	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of immediate preceding financial year. Bidder shall submit in prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>	<p>Submitted (Mention specific year.....)</p>	Yes/No	



B.3	Working Capital	<p>Bidder(s) shall submit the copy of Audited Financial Statements [including Balance sheet and Profit & Loss Account statement etc.] along with Audit Report of immediate preceding financial year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank (as per format F-09) having net worth not less than Rs. 100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p> <p>Bidder shall submit prescribed format (F-10) duly signed and stamped by a Chartered Accountant</p>	<p>Submitted (Mention specific year.....)</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>	Yes/No	
-	Format for Details of financial capability of Bidder	<p>Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).</p>	Submitted		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S
WORKING CAPITAL IS INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

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 Tender No.
..... dated for(Name
of the supply/work/services/consultancy) and as per the terms of the said Tender Document 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 :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



F-10

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

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

A. AUDITED ANNUAL FINANCIAL TURNOVER* OF LAST THREE (3) FINANCIAL YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

(Page 1 of 2)

Instructions:



-
1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
 2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
 3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
 4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements”
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Paid up Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium amount, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
 6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

(Page 2 of 2)

F-11
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

Sub : PROCUREMENT OF 1200 SCMh GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

Tender No : 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

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

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: _____

NAME OF BIDDER : _____

F-12
E-Banking Mandate Form
(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN
CUGL)

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

Note: Bidder is required to submit above E-Banking Mandate Form along with cancelled cheque for the purpose of mapping of bank account in CUGL.



F-13

INTEGRITY PACT

Not Applicable for this tender

F-14

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on E-portal https://cugl.abcprocure.com
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.



F-15

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

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

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

SUB:

PO NO:

Dear Sir,

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

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

(Supplier is to tick appropriate option (✓) above).

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



F-16

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Supplier/Vendor]

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

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from CENTRAL UP GAS LIMITED

We further absolve CENTRAL UP GAS LIMITED from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:



Format F-17
POWER OF ATTORNEY

(to be submitted on the letter-head of company)

SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS

Tender Document No. 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Name of Bidder: _____

“The undersigned _____ (Name of LEGAL PERSON*) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ [name of authorized person/(s)] _____ (Designation) of _____ M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid **(both digitally and manually)** and all subsequent communications, agreements, documents etc., in the name and on behalf of the company in connection with the tender no. _____ for.....(Name of work).

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person/(s) herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)



SIGNATURE OF THE AUTHORIZED PERSON/(S)

(Name of person)

E-mail id:

Digital token no. used for uploading the bid:

Note: Ref. clause no. 2.6 of ITB regarding persons who can issue power of attorney.

F-18

INDEMNITY BOND

WHEREAS Central UP Gas Limited (hereinafter referred to as “CUGL”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur 208024, India has entered into a contract with M/s*..... (hereinafter referred to as the “Contractor”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*]and various documents forming part thereof, hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

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

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

AND THE CONTRACTOR hereby further agrees with CUGL that:

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

The undersigned has full power to execute this Indemnity Bond for and on behalf of the



Contractor and the same stands valid.

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.



F-19

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

To,
M/s Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

**SUB: PROCUREMENT OF 1200 SCMH GAS ENGINE DRIVEN RECIPROCATING CNG
COMPRESSORS**

Tender Document No. 05/51/Q7UC/CUGL/031-02 (E-Tender No.-55156)

Dear Sir,

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

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security/ SD within 21 days from the date of Fax of Acceptance.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:



F-20
DETAILS OF QUOTED SCOPE
Details of Quoted Scope

Bidder's Name:

Description	Quoted/ Not Quoted	Amount of EMD submitted for quoted scope
Complete Scope as per tender documents		

(Seal & signature)

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

GCC

(GENERAL CONDITIONS OF CONTRACT)

General conditions of Contract

Section-1 Definitions

1.0 Definitions In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

- 1.0 Bidder: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a contract with the purchaser.
- 1.1 **CONSULTANT:** - NA
- 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.
- 1.13** 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 CONTRACT 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 data/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.

- a.** All instructions and orders to SUPPLIER shall, excepting what is herein provided, be given by OWNER.
- b.** All the work shall be carried out under the direction of and to the satisfaction of purchaser.
- c.** All communications including technical/commercial clarifications and / or comments shall be addressed to CUGL in quintuplicate and shall always bear reference to the CONTRACT.
- d.** 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. Use of Contract document & Information

10.1 The supplier shall not, without the owner's prior written consent, 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 any 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/Demand Draft/ Banker cheque to the OWNER, in the bidding documents, for and amount equivalent to 3% of total order value (Excluding Operation, Maintenance charges & GST but inclusive of erection & commissioning charges) of the CONTRACT.

1) Validity of PBG for 3% = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee/warranty period + 3 month

2) for AMC Part :Vendor shall submit Contract Performance Bank Guarantee for 3% of annualized order value (excluding GST) of AMC charges (Operation & maintenance) as per contract.

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 quality.

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

instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractors risk and cost. The owner shall also be entitled to recover handling and storage charges for the period, during which the rejected

Materials are not removed @5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

14.0 Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the contract confirmation, supplier shall submit to 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.

14.3.1 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.

14.3.2 Irrespective of such inspection, supplier shall advise consultant, with copy to purchaser, at the earliest possible date of any anticipated delay in the progress.

14.3.3 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 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:

- a) 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.
- b) In case of FOT site, on receipt of goods by owner at the designated site's.

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of owner. Any request concerning delay will be void unless accepted by owner through a modification of the contract.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by owner.

15.5 In the event of delay in delivery, price reduction schedule as stipulated in Article -26 shall apply.

15.6 The documentation, in English language, shall be delivered in due time, in proper; form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The supplier should comply with the packing, marking and shipping documentation specifications enclosed.

16.0 Transit Risk

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

Insurance Requirements:

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

17.0 Transportation 17.1

Where the supplier is required under the contract to deliver the goods at FOT site, all expenses shall be arranged and paid for by

the seller and the Cost thereof shall be included in the contract price's.

18.0 Incidental Services

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

19.1 Supplier may be required to provide any or all of the following materials & notification pertaining to spare parts manufactured or distributed by the 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 Five (5) years comprehensive AMC.

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 Special Conditions of Contract (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 Subletting & Owner's

23.1 The supplier shall not without previous consent in writing of assignment 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 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 Delays Seller's Performance

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

- i) Hire for period of delay from elsewhere goods which in Owner's opinion will meet the same purpose as the goods which are delayed and supplier shall be liable without limitation for the hire charges; or

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

26 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, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of material covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total respective lot quantity order.

All lots shall be considered separately for applying PRS in case of delay as described above

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 Rejections, Removal Rejected Equipment & Replacement

- 27.1 Preliminary inspections at Supplier's works by Inspector shall no prejudice purchase's claim for rejection of the equipment on final inspection at site or claims under warranty provisions.
- 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 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 **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 **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 state of Uttar Pradesh

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 Uttar Pradesh.

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 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 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 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 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 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.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 Import License

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

38 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

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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 at prices lower than the 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 description 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 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 Repeat Order

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

41 **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

ATTACHMENT TO GCC

INDEMNITY BOND

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

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

WHEREAS CENTRAL U.P. GAS LIMITED (hereinafter referred to as 'CUGL') which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhapur, Kanpur, Pin: 208024, India has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS

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

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified CUGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to CUGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to CUGL forthwith on demand in writing without protest or demur the value as specified by CUGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with CUGL's costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees

_____).

AND THE CONTRACTOR hereby agrees with CUGL that:

- i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of CUGL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking

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

- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to CUGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of CUGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of CUGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by CUGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by CUGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to CUGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



SECTION-V

SPECIAL CONDITIONS OF CONTRACTS + ANNEXURES

SPECIAL CONDITION OF CONTRACT
(SCC)

SPECIAL CONDITION OF CONTRACT

1. GENERAL

DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section 2 “GCC”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section 2 “GCC”, the meaning ascribed to such term hereunder shall prevail:

1.1.1. Definitions

Effective date : shall mean the date on which Contractor/ supplier’s obligations will commence and that will be date of issuance of Fax of Acceptance

Commissioning : shall mean completion of erection, installation, hook-up & site acceptance test of Gas Engine Driven **1200 SCMH CNG RECIPROCATING COMPRESSORS** to Owner/ consultant as defined in bid documents.

1.2 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

1.3 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 Contract so far as it may be practicable to do so.

1.4 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless at different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.5 Wherever it is mentioned in the specifications that the Contractor/ supplier shall perform certain work or provide certain facilities, it is understood that the Contractor/ supplier shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.6 The material, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.7 **Project Management Consultant (PMC) for Engineering and procurement services for this package will be ‘MECON Limited’**

1.8 It will be the Contractors/ suppliers responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.

1.9 In the absence of any Specifications covering any material, design of work (s) the same shall be performed/ supplies/ executed in accordance with Standard Engineering Practice as per the instructions directions of the Engineer-in-Charge, which will be binding on the Contractor/ supplier.

2.0 SCOPE OF WORK & SCOPE OF SUPPLY

2.1 The detailed scope of work shall be as specified in Technical Volume II of II & tender / addendum / corrigendum document.

3.0 CONSTRUCTION WATER AND POWER SUPPLY FOR BELOW ACTIVITIES SHALL BE ARRANGED BY THE SUPPLIER

- Grouting of equipment on the foundation including supply of material with foundation bolts (if required for bidder's design) as part of erection which is included in the scope of supplier.
- The piping along with structural supports for all the flange joints from battery limit to Compressor package and piping from air compressor to air receiver and CO2 cylinders up to enclosures at a max. distance of 30m.

4.0 COMPLETION SCHEDULE

As per Invitation for Bid (IFB), Section – I.

5.0 COMPLIANCE WITH LAWS

5.1 The Contractor/ supplier shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.

6.0 GOVERNMENT OF INDIA NOT LIABLE

6.1 It is expressly understood and agreed by and between the Contractor/ supplier and the Owner/ Consultant that the Owner Consultant is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Owner Consultant is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The Contractor/ supplier expressly agrees, acknowledges and understands that the Owner / Consultant are not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, contractor/ supplier hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claim against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

7.0 LIMITATION OF LIABILITY

7.1 The final payment by the Employer/Consultant in pursuance of the Contract terms shall not mean release of the Contractor from all of his liabilities under the Contract. The Contractor shall be liable and committed under this contract to fulfill all his liabilities and responsibilities, till the time of release of contract performance guarantee by the Employer/Consultant.

7.2 Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Contract or otherwise shall be limited to 100% of Contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profit or loss of production.

Clause no. 41 of GCC-Goods stands modified to the above extent.

8.0 Deleted.

9.0 SUBSEQUENT LEGISLATION

9.1 All duties, taxes (including works contract/ trade tax / turnover tax/ GST, as applicable), fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the works or in relation thereto or in connection therewith as per the Act, laws, Rules, Regulations in force shall be to Contractor/ suppliers account. However, any new taxes / duties imposed after the date of submission of price bid & up to Contractual Completion date

shall be to the CUGL's account but such Taxes / duties imposed beyond Contractual Completion date shall be to the Contractor/ supplier's account.

10.0 TAXES, DUTIES AND LEVIES IN INDIA

10.1 The Contractor/ supplier agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including GST, etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by wages, salaries or other compensations paid to the persons, employed by the Contractor/ supplier and the Contractor/ supplier shall be responsible for the compliance, with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor/ supplier further agrees to comply, and to secure the compliance of all sub-contractor/ suppliers with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor/ supplier further agrees to defend, indemnify and hold Owner/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor/ supplier Subcontractor/ supplier of such laws, regulations or requirements and also from all claims, suits proceedings that may be brought against the Owner/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of Works Contract Tax / Trade tax / Turnover tax as applicable.

10.2 Owner/Consultant shall make from Contractor/ suppliers bills such tax deductions as are required as per rules and regulations in force from time to time.

10.3 If GST is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

10.4 VOID

11. TAXES, DUTIES AND LEVIES IN FOREIGN COUNTRIES (IF APPLICABLE)

11.1 The Contractor/ supplier agrees to and does hereby accept full and exclusive liability at is own cost for the payment of any and all taxes, duties and levies etc as are payable to any government, local or statutory authority in any country other than India, as are now in force or as hereafter imposed, increased or modified, and as are payable by Contractor/ supplier, his agents, sub-contractor/ supplier and their employees etc. for performance of work under this contract. The Contractor/ supplier shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid, and the contract shall, not be varied in any way on this account.

12. Deleted

13. INCOME TAX & CORPORATE TAX

13.1 Income Tax deductions shall be made from all payments made to the Contractor/ supplier as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

13.2 Corporate Tax liability, if any, shall be to the contractor/ suppliers account.

14.0 DELETED

15. ISSUE OF ESSENTIALITY CERTIFICATE

No essentiality certificate shall be issued by CUGL.

16. **WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS**

16.1 Contractor/ supplier agrees for withholding from wages and salaries of its agents servants or employees all sums required to be withheld by the laws of Republic of India or any other agency having jurisdiction over the area where Contractor/ supplier is conducting operations and to pay the same promptly and directly when due to the proper authority. Contractor/ supplier further agrees to comply with all accounting and reporting requirements of any Nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested, Contractor/ supplier will furnish the evidence of payment of applicable taxes, in the country (ies) of the Contractor/ supplier's and his sub-contractor/ supplier(s) and expatriate employees.

17. **FIRM PRICE**

17.1 The quoted prices shall be firm and shall not be subject to price escalation till the work is completed in all respects under this contract.

18. **Fall Clause-** Applicable as per GCC-Goods.

19. **PROVIDENT FUND ACT**

19.1 The Contractor/ supplier shall strictly comply with the provisions of Employees Provident Fund Act and register them with RPFC before commencing work. The Contractor/ supplier shall deposit Employees and Employers contributions to the RPFC every month. The Contractor/ supplier shall furnish along with each running bill, the challan receipt for the payment made to RPFC for the preceding months.

20. **PAYMENT TERMS AND MODE OF PAYMENT**

20.1 The terms and mode of payment shall be as per Appendix-I hereto.

21. **Deleted.**

22. **SITE HANDOVER AND PERMITS:**

The Owner shall provide to the Contractor/ supplier free of cost the site (as per scope of work) for the Works and permissions and permits (if any) necessary for the site.

The contractor/ supplier shall complete all site activities including Site Acceptance test (SAT) & handing over of system to Owner.

The Contractor/ supplier shall commence work at any site which has been handed over to them irrespective of the location of site as defined in bid document on priority basis. If necessary, because of any problem or difficulty in handing over of site, or the procurement therefore at any site due to the existence of any unforeseen or force Majeure conditions covering at any location, the Contractor/ supplier shall within the scope of the work and without entitlement to additional compensation therefore forthwith proceed to the next possible site of its continuance, where there is no hindrance and/or in which the construction work can be continued and shall move in the opposite direction, if necessary .

The Owner shall likewise endeavor to procure the permits/ licenses required to be procured by the Owner under the Contract sufficient in advance to enable the Contractor/ supplier to continue movement in the same direction. Should however for any cause such permission/license not be available in time to match the progress of work, the Contractor/ supplier shall forthwith the scope of the work and without entitlement to additional compensation therefore forthwith proceed with the work at the next possible site of its continuance including movement in the opposite direction, if necessary.

The contractor/ supplier is required to maintain the Hindrance Register for site activities. All hindrances encountered in the execution needs to be logged in this register & shall be jointly signed.

23. **VOID**

24. **STATUTORY APPROVALS**

24.1 The package supplier shall give necessary documents for obtaining approval from CCOE and any other concerned authority as required by the client.

25. **TESTS AND INSPECTION**

25.1 The Contractor/ supplier shall carry out the various tests as enumerated in the technical specifications of this bid document and the technical documents that have been part of bidding document and will be furnished to him during the performance of the work & no separate payment shall be made unless otherwise specified in SOR.

26. **PRICE REDUCTION SCHEDULE (PRS)**

In modification to clause no 26.0 of GCC, following shall be applicable: -

PRS shall be applicable on supply & Services (**i.e. installation, erection, commissioning**), **excluding** Annual operation, repair & comprehensive Maintenance, **as below:**

26.1 **For Delay in supply:**

The PRS shall be applicable @ ½ % (half percent) of price of respective goods/equipment / package (including spares etc. even if prices are indicated separately in the order but excluding Services (i.e. **installation, erection, commissioning**)) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value excluding value of Services.

The portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½% of the delayed delivery value per complete week of delay or part thereof.

For delay in Services (i.e. installation, erection, commissioning):

The PRS shall be applicable @ ½ % (half percent) of Total Contract/ Order Value of respective equipment / package (including value of spares, services (i.e. **installation, erection, commissioning**), etc. even if prices are indicated separately in the Contract) per week of delay or part thereof subject to maximum 5% (five percent) of Total Contract/ Order Value including value of Services (**excluding** Annual operation, repair & comprehensive Maintenance).

In no case, total PRS shall exceed 5% (five percent) of Total Contract/ Order Value (Supply +Services **excluding** Annual operation, repair & comprehensive Maintenance).

However, if the completion of supply and services together are achieved within the overall completion period, no PRS shall be applicable.

26.2 Both Supplier and Purchaser agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the Purchaser would have suffered on account of delay/breach on the part of the Supplier and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the Purchaser/EIC in the matter of applicability of price reduction shall be final and binding.

26.3 In case of delay in delivery on the part of Supplier, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.4 In the event the invoice value is not reduced proportionately for the delay, the Purchaser may deduct the amount so payable by Supplier, from any amount falling due to the Supplier or by recovery against the Contract Performance Security.

26.5 **In case of FOT Site /dispatch point order, the value referred in PRS clause is the EXW value (i.e. excluding GST and Freight/Inland Transportation) for delay in supply and excluding GST for delay in services.**

- 26.7 Supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Supplier has raised the invoice for full value, then Supplier shall issue Credit Note towards the applicable PRS amount with applicable taxes.
In such cases if Supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, CUGL will release the payment to Supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”
In case any financial implication arises on CUGL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Supplier. CUGL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by CUGL in future to the Supplier under this contract or under any other contract.

27. **VOID**

28. **ORIGIN OF GOODS**

- 28.1 (In partial modification to GCC)
In case of goods being supplied are from out of India, a certificate issued by relevant Chamber of Commerce to this effect shall form part of shipping documents.

29. **LIEN**

- 29.1 Contractor/ supplier shall ensure that the Scope of Supply supplied under the Contract shall be free from any claims of title /liens from any third party. In the event of such claims by any party, Contractor/ supplier shall at his own cost defend, indemnify and hold harmless Owner or its authorized representative from such disputes of title/liens, costs, consequences etc.

30. **GOVERNING LAW**

- 30.1 Laws of India will govern the Contract and Kanpur courts situated in Uttar Pradesh, India will have exclusive jurisdiction or all matters related to Contract.

31. **DEFECT LIABILITY / GUARANTEE/WARRANTY PERIOD**

The warranty shall remain valid for twelve (12) months from the date of successful performance acceptance test of compressor package at site. However, if performance test doesn't get carried out, within twenty days of commercial operation or 400 hrs of commercial operation, for reasons directly attributable to client/purchaser, then warranty period shall start from the date of completion of 20 days or 400 hours of successful commercial operation subject to issue of certificate by CUGL for the commencement of commercial operation.

OR

Twenty-Four (24) months from the date of delivery of last compressors of each lot at CUGL store / site. whichever is earlier.

32. **INSPECTION OF SUPPLY ITEMS**

- 32.1 All inspection and tests on bought out items shall be made as per the specifications forming part of this contract. Various stages of inspection and testing are indicated in the bidding document and shall also be identified after receipt of Quality Assurance Programme from the Contractor/ supplier/ Manufacturer.
- 32.2 The contractor/ supplier/sub-contractor/ supplier shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/Consultant free of cost for carrying out inspection.
- 32.3 Vendor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final

inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the Vendor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Vendor and duly approved by Owner/ Consultant.

33. **QUALITY ASSURANCE /QUALITY CONTROL**

33.1 The Owner/ Consultant or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

33.2 The contractor/ supplier has to ensure the deployment of Quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/ QC group shall be fully responsible to carryout the work as per standards and all code requirements. In case Engineer-in-Charge feels that Contractor/ suppliers QA/QC Engineer(s) are incompetent or insufficient, contractor/ supplier has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-Charge.

33.3 In case contractor/ supplier fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

33.4 The Contractor/ supplier shall adhere to the quality assurance system as described in bid document.

34. **HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

34.1 The Contractor/ supplier during entire duration of the Contract, shall adhere to HSE requirement as described in the bidding document.

35. **SITE CLEANING**

35.1 The Contractor/ supplier shall clean and keep clean the work site from time to time to the satisfaction of the Engineer- in-Charge for easy access to work site and to ensure safe passage, movement and working.

36. **COORDINATION WITH OTHER AGENCIES**

36.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor/ supplier. Proper coordination with other agencies will be Contractor/ suppliers responsibility. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the Contractor/ supplier.

37.-39 **Deleted**

40. **INSURANCE**

40.1 **Insurance for free issue material**

All supplies at FOT site shall be considered free issue material to contractor.

Contractor/ supplier shall at his own expense arrange, secure and maintain insurance cover of value not less than the supply value (including all cost components as applicable) upto 15 days beyond commercial operation by purchaser. Contractor/ supplier's quoted price shall be inclusive of all costs on account of insurance liabilities covered under the Contract. Contractor/ supplier to note that the beneficiary of insurance cover shall be the Owner.

40.2 **Insurance in India**

40.2.1 In addition to the insurance covers specified in the General Conditions of Contract to be obtained and maintained by the contractor/ supplier, Contractor/ supplier shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Owner/ Consultant as may be necessary and to its full value for all such amounts to project the works in progress from time to time and the interest of Owner/ Consultant against all risks as detailed herein. The form and the limit

of such insurance as defined against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under writer works thereof in each case should be as acceptable to the Owner/ Consultant. However, irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of contract till completion of installation, testing & commissioning including PG tests shall be that of contractor/ supplier alone. Contractor/ supplier's failure in this regard shall not relieve him of any of his responsibilities and obligations under contractor/ supplier.

- 40.2.2 Any loss or damage to the equipment during inland transportation, storage, erection and commissioning till such time the work is taken over by Owner/ Consultant, shall be to the account of contractor/ supplier. Contractor/ supplier shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/ or replacement of the parts of the work damaged or lost. Contractor/ supplier shall provide the Owner/ Consultant with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of documents shall be submitted to the Owner/ Consultant immediately upon the contractor/ supplier having taken such insurance coverage. Contractor/ supplier shall also inform the Owner/ Consultant at least 60(sixty) days in advance regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary well in time.
- 40.2.3 The risks that are to be covered under the insurances shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The Scope of such insurance shall cover the entire value of supplies of equipments, plants and materials.
- 40.2.4 All costs on account of insurance liabilities covered under this contract will be to contractor/ supplier's account and will be Contract Price. However, Owner/ Consultant may from time to time, during the currency of the contract, ask the contractor/ supplier in writing to limit the insurance coverage risk and in such a case, the parties to the contract will agree for a mutual settlement, for reduction in value of contract to the extent of reduced premium amounts.
- 40.2.5 Contractor/ supplier as far as possible shall cover insurance with Indian Insurance companies.
- 40.2.6 Owner will be co-insured in the policy.
- 40.2.7 Contractor/ supplier will be required to submit documentary proof for the transit insurance before dispatch.

41. **PERFORMANCE EVALUATION**

Refer ITB.

42.0 **TRAINING OF PURCHASER'S PERSONNEL**

Contractor/ suppliers shall train Purchase's Engineers as per the scope define in the Job specifications. Bidder's quoted price shall include all expenses towards their personnel's travel, transportation, boarding, lodging, living and personnel expenses, etc. for on site training.

Travel, transportation, venue, boarding, lodging & personnel expenses of Purchaser's personnel shall be borne by Purchaser.

43.0 **QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME**

- 43.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of Vendor. After the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.
- 43.2 The Vendor shall establish document and maintain an effective quality assurance system as outlines in recognized codes.

43.3 Quality Assurance system plans/procedures of the Vendor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacture's works and despatch of materials.

43.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

44.0 **ERECTION AND INSTALLATION**

The CONTRACTOR/ SUPPLIER shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The OWNER will have engineers, inspectors or other authorised representatives present who are to have free access to the WORK at all times. If an OWNER's representative notifies the CONTRACTOR/ SUPPLIER's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR/ SUPPLIER shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

45.0 **EVALUATION BASIS**

Evaluation shall be done as per Section-II.

46.0 **FIELD INSPECTION**

CONTRACTOR/ SUPPLIER shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR/ SUPPLIER.

47.0 **VOID**

48.0 **COMPLETION OF THE FACILITIES**

48.1 Purchaser will take over the Work on its Completion.

49.0 **STORAGE AND PRESERVATION**

49.1 Contractor/Supplier shall be fully responsible for safe custody, storage and preservation of all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser at site at no extra cost. If required, materials /equipment shall be stored in Purchaser's designated store till further handing over the supplies, materials /equipments to contractor for installation, testing, erection of the equipment.

After taking over the equipments/materials from purchaser, contractor shall be fully responsible for safe custody, storage, insurance and preservation of all the supplies and materials/equipments required for carrying out the work until handing over of the complete facility to the Purchaser.

Further, activities like loading/ unloading at store as well as at site, re- transportation of material (if required), equipment, tools & tackels etc. until handing over of the complete facility to the Purchaser shall be arranged by contractor/supplier and in case of re-transportation, **payment shall be made as per SOR items relevant for the same.**

50.0 **HEALTH, SAFETY AND ENVIRONMENT (HSE)**

50.1 The Contractor/ supplier will strictly adhere to HSE requirements as per Technical Specifications.

51.0 **DELETED**

52.0 **Instruction to Bidder**

52.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, inland transportation upto the designated Project Sites, all taxes, duties, levies, fees, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, re-transportation of the package (if required) from the store to the actual site/ station including transit insurance, other associated works including materials, tools/ tackles etc., and civil works (limited to grouting of package) prior to start of work at sites till the time of installation, testing, commissioning, performance test, Site Acceptance Test, Trial Run and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

52.2 **VOID.**

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

52.4 **VOID.**

52.5 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including GST, works contract tax (if applicable), local taxes, import duty (if any applicable on vendor) and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

52.6 All Bidders are requested to indicate positively the division of work

- (a) To be directly undertaken by the Bidder
- (b) Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's shall Overall responsibility.
- (c) A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.

53.0 **VOID.**

54.0 **LOCAL CONDITION**

54.1 It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. In their own interest the Bidders are requested to familiarize themselves with the Income Tax Act, 1961, the Companies Act 1956, Custom Act 1962 and other related Acts and Laws prevalent in India. The Owners shall not entertain any request for clarification from the Bidders, regarding such local conditions.

54.2 It must be understood and agreed that such factors may have properly been Investigated and considered while submitting the bids. No claim for financial Adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any Change in the time

schedule of the Contract nor any financial adjustment arising therefore shall be permitted by the Owner which are based on the lack of such clear information to its effect, the cost or time schedule.

54.3 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkeys philosophy of the Owner within the quoted Lumpsum price. Any item/equipment/services/activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted Lumpsum price and no extra charges are payable by the Owner.

54.4 The Purchaser/Consultant will not provide any power and water connection and The Contractor/supplier shall obtain necessary power and water connection from relevant authority and will pay its uses charges. Purchaser will not own the responsibility for providing the land.

55.0 Other terms and condition will be applicable as specified elsewhere in **General Condition of Contract and Instruction to bidder.**

56.0 Deleted

57.0-58.0 VOID

59.0 **INDEMNITY BOND**

After award of work, bidder has to furnish legal indemnity bond to owner equivalent to total price of delivered items/ equipment before Owner hands over such equipment to them for the purpose of further action as per scope of work in the format as given in tender. The Indemnity Bond against quantities ordered shall be valid from the date of receipt of 1st consignment at site & remain valid upto 06(six) months from date of the receipt of last consignment at site.

Indemnity Bond to be executed by the supplier latest by the time of despatch of supply.

60.0 **RULES, REGULATIONS AND PROCEDURES**

60.1 CONTRACTOR/ SUPPLIER shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

60.2 Various procedures and method statements to be adopted by CONTRACTOR/ SUPPLIER during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

61. **DESTINATION /STORE**

As per MR in Vol.-II.

62.0 **ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR/ SUPPLIER, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractor/ suppliers, if any, to work concurrently.

OWNER reserves right to fix up priorities which will be conveyed by Engineer-in-Charge and the CONTRACTOR/ SUPPLIER shall plan and execute work accordingly.

63.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR/ SUPPLIER is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR/ SUPPLIER, regularly as and when they fall due. Such bills shall be

supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR/ SUPPLIER to properly identify such claims. Such claims shall be paid by the CONTRACTOR/ SUPPLIER within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR/ SUPPLIER within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR/ SUPPLIER under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR/ SUPPLIER fails to satisfy the OWNER of such claims.

64.0 CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES

CONTRACTOR/ SUPPLIER shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, and Tools, Tackles and testing equipments and appliances. Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR/ SUPPLIER. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

65.0 MAKE OF MATERIAL/BOUGHT OUT ITEMS

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor/ supplier for its make/ supplier's name.

66.0 DOCUMENTATION

66.1 Completion Document

The following documents shall be submitted in hard binder by the CONTRACTOR in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

67.0 DOCUMENTS TO BE SUBMITTED/ PRODUCED ALONGWITH R.A. BILLS

- i) Computerized R.A. Bill/ Manual Bill, with IT No./ ST No./ Labour Licence No. printed thereon.
- ii) ESI/ EPF clearance certificates for the last month along with R.A. Bills.
- iii) Insurance Policy as per relevant clauses of Contract Agreement.
- iv) Attendance Register and Salary Records.
- v) Photocopy of the measurement book to be attached with R.A. Bills.
- vi) Any other document required for the purpose of processing the bills.
- vii) GST Registration Certificate

68.0 DEDUCTION AT SOURCE

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.

Owner will release the payment to the Contractor/ supplier after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

69.0 DELIVERY BASIS

Delivery basis:

FOT site basis

Date of Delivery

Date of receipt by PURCHASER/
Consultant at the designated site(s).

70.0 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the Tenderer and all correspondences and MOM's held between the OWNER and the Tenderer prior to issue of Fax of Acceptance shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.

71.0 The OWNER may waive any minor informality or non- conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

72.0 SINGLE POINT RESPONSIBILITY

72.1 The entire work (for a part/ section or complete scope, as applicable as per evaluation methodology) as per scope of work covered under this contract shall be awarded on single point responsibility basis.

73.0 DIRECT PAYMENTS TO SUB-VENDORS/ SUPPORTING AGENCIES OF MAIN CONTRACTOR

"Normally, the payment is to be made to vendor/ contractor only as per provision of contract. During execution, in case of financial constraints, CUGL may make direct payment to their sub-vendor/ supporting agencies as an exception from the amounts due to the vendors/ contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/ contractor. Further, the request for direct payments to the sub-vendor/ sub-contractor shall be considered in performance evaluation of such vendor/ contractor. "

74.0 SUB-LETTING OF WORKS

"The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. However, subletting of WHOLE WORKS is prohibited. Vendor/ Contractor shall submit undertaking to this effect along with each invoice/ bill."

75.0 JOINTS MEASUREMENT OF WORK EXECUTED, BILLING, INVOICE AND PAYMENTS.

75.1 Measurement shall be recorded as per the methods of measurement spelt out in Specification/Contract Documents. The PMC/ CUGL Site Engineer/ DGM/ CM will check the measurement as recorded in the Measurement Books/Bills.

76.0 Deleted

77.0 Deleted

78.0 POST ORDER CORRESPONDENCE:

All post-order correspondence shall be addressed to:

Project Coordinator
CGD Project -CUGL
MECON Limited
15th Floor, North Tower

Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA
Phone No. : 22401109
Fax No. : 011-22041214
Kind Attn: Mr. Lokesh Shrivastava (CGD) {lokeshs@meconlimited.co.in}

With a copy to:

- a) Dy. General Manager (Projects & O&M),
Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhapur, Kanpur 208024
- b) I/c (Inspection & Expediting)
MECON LIMITED,
13th Floor, North Tower
Scope Minar, Laxmi Nagar, District Centre
Delhi - 110 092, INDIA
Phone No. : 22041872 , 22041201
Fax No. : 011-22041214

**79.0 PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND
PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)**

Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of CUGL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to CUGL in this respect and the Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years

APPENDIX TO SPECIAL CONDITION OF CONTRACT

PAYMENT TERMS & MODE OF PAYMENT
[APPENDIX – I TO SPECIAL CONDITION OF CONTRACT]

PAYMENT TERMS & MODE OF PAYMENT

1. TERMS OF PAYMENT

1.1 FOR SUPPLIES

Payments shall be released by the Owner against pre-receipted invoice, submission of a copy of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document as per following:

1.1.1:

- A) 85% of supply value including string test as applicable will be paid progressively by Owner against receipt of material/ equipment at site & submission of the following documents: -
- i) Invoice in triplicate (As per GST Act/ Rules)
 - ii) Inspection Release note issued by inspection agency appointed by Owner.
 - iii) GR/ LR
 - iv) Packing List
 - v) Insurance cover note covering transit insurance
 - vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.
 - vii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates, if applicable
 - viii) A copy of legal Indemnity bond for the value of delivered items. (Which will be valid till equipment is installed & commissioned and taken over by Owner at site).
 - ix) Copy of Performance Bank Guarantee(s), as already submitted by supplier.
 - x) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.
- B) 5% payment: On Installation, testing, commissioning of each compressor unit, all other works & final acceptance by the owner and submission following additional document: -
- Acceptance certificate
 - Clearance from ESIC, PF and labour authority, if applicable
 - Work completion certificate
 - GST assessment certificate, If applicable
 - No claim certificates
- C) 10 % payment on further Testing and successful performance acceptance test PG (PT) test

However, if the PG test (PT) is not successful (as per guaranteed parameters defined in the tender), the provision of clause no. 7 & 13 pertaining to Loading, Compensation & Penalty Criteria of Technical Specification (Vol.-II) shall apply. In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

- 1.1.2 In case the Testing and PG/Field Performance Test could not be executed within 90 days from the date of completion of Erection and commissioning due to reason directly attributable to the owner.

OR

Installation/ Erection could not be completed within 105 days from the date of delivery of material at site due to reasons directly attributable to the owner; the balance 10% of supply value as per 1.1.1 (B) shall be payable after deduction against PRS clause, if any.

1.2 Erection, Testing, commissioning & field performance etc.

100 % Payment on erection, testing of individual items and **successful field performance test or start of commercial operation** of the machine, completion of all works and on final acceptance by owner.

In case of delay in erection and commissioning, the invoice value shall be reduced to take care of PRS clause.

1.3 Annual Operation & Maintenance Service charges

1.3.1 Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised.

1.3.2 The date of successful performance test at site (which shall be conducted within 90 days from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) will be considered as date of start of the annual maintenance contract.

Case I: PG Test Carried out within 90 days

Bidder shall be paid only 50% of monthly charges towards operation and maintenance of the compressor (from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) as part payment against O&M till PG Test is successfully carried out.

The balance 50% of O&M charge shall be released to the supplier subsequent to successful PG test (i.e., after establishing all the guaranteed parameters as per tender). Further, in case the PT is not successful, the balance 50% shall be forfeited in addition to provision of cl.7.3.4 of Technical Specification (Vol.-II).

Case II: PG Test Not Carried out within 90 days

Bidder shall be paid only 50% of monthly charges towards operation and maintenance of the compressor (from the date of successful commissioning of the machine or from the date of commercial operation whichever is earlier) as part payment against O&M till 90 days.

Post 90 days, **80% of O&M Charges for Operation and maintenance of the compressor shall be payable to supplier.**

Balance amount of O&M charges i.e. 50% for 90 days and 20% beyond 90 days till PG test is carried out, shall be released to the supplier subsequent to successful PG test (i.e. after establishing all the guaranteed parameters as per the tender). Further, in case the PT is not successful, the balance 50% for 90 days shall be forfeited in addition to provision of clause no. 7.3.4 of Technical Specification (Vol.-II).

Note: A declaration on letterhead shall be submitted by supplier along with each bill, confirming fulfillment of all statutory compliances and contractual obligations as defined in the Order/ bid document for the period for which bill has been raised.

1.4 100% payment against loading from stores, re-transportation from stores to unloading at site shall be processed based on certification from site in-charge.”

1.6 General Notes

- i) Invoice shall be raised on the basis of not less than one fortnight interval.
- ii) All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- iii) All bank charges incurred in connection with payments shall be to vendor's accounts.
- iv) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- v) No interest charges for delay in payments, if any, shall be payable by Owner.
- vi) Bidder shall ensure payment of minimum wages as per the appropriate govt applicable under the minimum wage act.
- vii) Penalty/ deductions for non-performance, if any, shall be applicable as per provisions stipulated in technical volume (Vol.-II).

- viii) EIC for **Annual Operation, repair & Maintenance shall be CUGL.**
- ix) The rates quoted for Annual Operation, repair & Maintenance shall be inclusive of cost of relievers, fulfillment of statutory compliances and meet all the contractual obligation as defined in the bid document.

2. MODE OF PAYMENT

As per ITB.

Within 45 days after award of order, the Bidder shall furnish a detailed “Billing schedule” separately under different heads for Owner’s approval and the Bidder shall raise his invoices accordingly. Such billing schedule shall also be accompanied by their shipment/despatch schedule.

3. DEDUCTION AT SOURCE

- 3.1. Purchaser will release the payment to the Seller after effecting deductions as per applicable law in force.
- 3.2. Purchaser will release payments to the Contractor after offsetting all dues to the Purchaser payable by the Contractor under the Contract.

4. PAYING AUTHORITY:

- i) Ch. Manager (F&A)
Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

5. Invoice/ Bill(s) shall be raised in the name of

DGM (Projects & O&M)
Central UP Gas Limited,
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur 208024

6. All bills are to be submitted through Central Dak System, at respective sites, as under:

1. All Bills should be submitted in a Closed Envelope.
2. Following details should be written on the cover of the Closed Envelope without fail:
 - Vendor Name & Vendor Code
 - Invoice Number with Date of Invoice
 - Invoice Amount
 - Name of the Engineer In Charge
 - Nature of Bill

SECTION-VI

PRICE SCHEDULE

DOCUMENT NO. PA01

PREAMBLE TO PRICE SCHEDULE (PRICE BID) FOR PROCUREMENT OF GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS , Tender No.: 05/51/Q7UC/CUGL/031-02

- 1 Scope of Supply including testing, Inspection, documentation etc., shall be strictly as per Material Requisition and Bidding Document.
- 2 VOID
- 3 Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the unpriced Price Schedule. Bidders to submit Price part of above Price schedule in their Priced Bid and Unpriced part with the Unpriced Bid.
- 4 Bidder shall furnish prices/details as above, in accordance with various clause of ITB/SCC
- 5 All the Columns of quoted items in the price schedule including currency must be filled with required information, as applicable.
- 6 Bidder must quote the price in enclosed Price Schedule formats only. The formats shall not be changed and/or retyped. For any deviation to the formats, offer may be rejected.
- 7 Quoted prices are firm and fixed till complete execution of the entire order. Also price variation on account of variation in Foreign Exchange rate is not allowed.
- 8 Details of designated delivery points are given in the Material Requisition (MR), Vol. II. The bidder is to quote single freight charges in SOR - Transportation, irrespective of number of designated locations of storage yard .
- 9 Bidder confirm that he has noted the contents of the preamble to the price schedule, price schedule, bid document, material requisition and quoted his prices accordingly without any deviation.

COMPANY'S NAME:

NOTES:

Bidders must submit this document No. (PA01) duly signed and stamped with both unpriced & priced offer.

SCHEDULE OF RATES (SOR) (PRICE BID)
Tender No.: 05/51/Q7UC/CUGL/031-02

ITEM: PROCUREMENT OF GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS, for M/s CUGL

NAME OF BIDDER:

OFFER REFERENCE NO.:

HSN No.:

Item S.No.	Description of Items	Unit	Qty	Unit Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of inspection by Third Party Agency, mandatory spares etc. (wherever applicable) but excluding GST on finished goods	Total Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods) including cost of inspection by Third Party Agency, mandatory spares etc. (wherever applicable). Col (3x4)	Unit Inland transportation upto Delivery location and other costs incidental to delivery of goods (excluding GST)	GST (CGST&SGST/UTGST or IGST) on the finished goods & transportation (applicable extra on Col. 4 & Col. 6)		Unit FOT site Price including GST Col. (4+6+8)	Total FOT site Price including GST Col. 3X9	
							%age	Amount			In Figures
1	2	2A	3	4		5	6	7	8	9	10
				Figures	Words						
1	GAS ENGINE DRIVEN 1200 SCMh RECIPROCATING CNG COMPRESSORS AND ITS ASSOCIATED AUXILIARIES (SUPPLY)			INR		INR	INR		INR	INR	INR
1.1	Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling /loading & unloading at port and delivery at CUGL store/site, re-transportation of the package from the store to the actual site/ station of Skid mounted Gas Engine driven 1200 SCMh Reciprocating CNG Compressor (Online)/Package with explosion proof electric & control panel having suction pressure of 16 kg/cm2(g), inlet line pressure range of 14 – 49 kg/cm2(g) (performance range 14 to 19 kg/cm2(g) with discharge pressure 255 kg/cm2(g) with 9 bank Priority panel along with all special tools and tackles required for erection and commissioning. The package shall be inclusive of: a) String test of complete compressor package along with Gas Engine and accessories at packager's factory. b) Design, Engineering, Manufacturing, Supply including packaging and forwarding, insurance, custom clearance, handling, loading and unloading of air compressor of suitable capacity, discharge pressure approx 16 kg/cm2g, 10000 water litre capacity air receiver for instrumentation air, air dryer along with all accessories and auxiliaries. CUGL Stores/Sites (Tentative Locations): Kanpur, Bareilly & Jhansi	Nos.	12								
Items Nos.	DESCRIPTION	Unit	Qty.	Unit rate including all incidental costs but excluding GST applicable on it.		GST (CGST& SGST/UTGST or IGST) (Applicable on Col. 5)		Unit price including all taxes & duties CL (5 + 6)	Total price including all taxes & duties CL (7x 4)	Service Accounting Codes (SAC) (Bidder to indicate)	
				In Figures	In Words	%	Amount				
1	2	3	4	5		6		7	8		
	Services			INR		INR	INR	INR	INR		
2	INSTALLATION, COMMISSIONING, TESTING										
2.1	Installation, commissioning & Field performance test of Compressor Package including all accessories/equipment(s) i.e. air compressor, CO2 flooding system, cabling etc. system at CUGL site.	Nos.	12							Bidder to indicate	

SCHEDULE OF RATES (SOR) (PRICE BID)
Tender No.: 05/51/Q7UC/CUGL/031-02

ITEM: PROCUREMENT OF GAS ENGINE DRIVEN RECIPROCATING CNG COMPRESSORS, for M/s CUGL

NAME OF BIDDER:

OFFER REFERENCE NO.:

HSN No.:

3 SERVICES FOR OPERATIONS & COMPREHENSIVE MAINTENANCE				Unit rate including all incidental costs but excluding GST applicable on it. (INR)			GST (CGST & SGST/UTGST or IGST) (Applicable on Col. 5) (amount in INR)		Unit price including all taxes & duties Cl. (5 + 6) (INR)	Total price including all taxes & duties Cl. (7x 4)	
3.1 ITEMS FOR OPERATIONS				In Figures		In Words		%	Amount		
				5		6		7	8		
3.1.1	Operation charges for 1st year i.e. During Warranty period per shift of 8hrs (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.1.2	Operation charges for 2nd year per shift of 8hrs (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.1.3	Operation charges for 3rd year per shift of 8hrs (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.1.4	Operation charges for 4th year per shift of 8hrs (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.1.5	Operation charges for 5th year per shift of 8hrs (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.1.6	Operation charges for 6th year per shift of (12 packages X 3 shifts X 365 days = 13140 shifts)	Nos. of shifts	13140								Bidder to Indicate
3.2 ITEMS FOR COMPREHENSIVE MAINTENANCE				Minimum fixed charges in terms of percentage of unit Ex-works price of item no. 1.1 quoted by the bidder	Amount corresponding to Minimum fixed charges in terms of percentage of unit Ex-works price of item no. 1.1 quoted by the bidder (A)	Additional Amount, if any, to be quoted by the bidder in INR (B)	Unit Rate (based on fixed percentage & additional amount quoted by the bidder) including all incidental costs but excluding GST applicable on it. (C)=(A)+(B)	GST (CGST & SGST/UTGST or IGST) [Applicable on Col. 5 (C)]		Unit price including all taxes & duties Cl. [5 (C) + 6]	Total price including all taxes & duties Cl. (7x 4)
3.2.1	Comprehensive maintenance charges per Gas Engine driven 1200 SCMH Reciprocating CNG Compressor Package (including major overhaul) after completion of warranty period in all Geographical Areas of CUGL inclusive of all manpower, spare parts, lubricants and consumables etc for the below mentioned years	Unit	Quantity	%	Amount in Rs	Amount in Rs.	Amount in Rs.	%	Amount		
3.2.1.1	For 2nd year (12 packages X 12 Months = 144)	Machine Months	144	0.50%							Bidder to Indicate
3.2.1.2	For 3rd Year (12 packages X 12 Months = 144)	Machine Months	144	0.50%							Bidder to Indicate
3.2.2.3	For 4th Year (12 packages X 12 Months = 144)	Machine Months	144	0.50%							Bidder to Indicate
3.2.2.4	For 5th Year (12 packages X 12 Months = 144)	Machine Months	144	0.50%							Bidder to Indicate
3.2.2.5	For 6th Year (12packages X 12 Months = 144)	Machine Months	144	0.50%							Bidder to Indicate
Total Price for Complete Scope of Work											

Note:

Notes:

- Bidders are requested to quote rate with due consideration of Unit of measurement of tendered item(s) given in SOR.
- Bidder's quoted price for Annual comprehensive maintenance shall be arrived by adding Minimum fixed charges (as given in SOR in terms of percentage of unit Ex-works price of item no. 1.1 quoted by the bidder) & Additional Amount as quoted by the bidder hereinabove.
- "Notes to Material Requisition (MR)" must also be referred while quoting.