

**COMMERCIAL TENDER**



**CENTRAL U.P. GAS LIMITED  
(CITY GAS PROJECT IN KANPUR & BAREILLY)**

**TENDER FOR**

**PROCUREMENT OF 250 SCMH MOTOR DRIVEN CNG  
COMPOSITE DISPENSING UNIT PACKAGE FOR CITY GAS  
DISTRIBUTION PROJECT AT KANPUR, UNNAO, BAREILLY &  
JHANSI GA**

**TENDER No. : 55508**

**TENDER NO. CUGL/C&P/TEN2324/42**

**VOLUME I OF II  
COMMERCIAL VOLUME**

**OPEN DOMESTIC BIDDING  
(THROUGH E-TENDERING MODE)**

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**SECTION - I**  
**INVITATION FOR BIDS (IFB)**

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2324/42

Date: 14.08.2023

To,

**Kind Attn: Mr.**

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	Rs. 10,00,000/-
7.	Pre-Bid Meeting	<u>17.08.2023; 15:00 hrs</u>
8.	Bid Due Date with Time	<u>24.08.2023 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this Tender on Package Basis. Failure to quote for any of the items listed to rejection of bid.

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

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

(Sunil Kumar)  
Sr. Manager (C&P)

**OPEN DOMESTIC BID (THROUGH  
E-TENDERING MODE)**

**NOTICE OF INVITATION FOR BIDS (IFB)**

**TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE  
MAINTENANCE FOR MOTOR DRIVEN RECIPROCATING 250 SCMh MOTOR DRIVEN CNG  
COMPOSITE DISPENSING UNIT PACKAGE FOR CITY GAS DISTRIBUTION PROJECT AT KANPUR,  
UNNAO, BAREILLY & JHANSI GA**

**TENDER NO. CUGL/C&P/TEN2324/42**

**1.0 INTRODUCTION**

1.1 Central UP Gas Ltd. (CUGL), a joint venture between India's two Navratna companies, GAIL (India) Limited and Bharat Petroleum Corporation Limited came into existence on 25th February 2005. CUGL was constituted for developing City Gas Distribution project in the State of UP. Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP. CUGL is in the process of increasing its compression capacity for CNG distribution in these cities.

**2.0 BRIEF DESCRIPTION OF PROJECT**

2.1 The present project is the extension of pipeline network in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP.

2.2 CUGL invites bids through single bid two stage system from eligible bidders for Supply, installation, testing, commissioning, operation and comprehensive maintenance for 250 SCMh motor driven CNG composite dispensing unit package for city gas distribution project at Kanpur, Unnao, Bareilly & Jhansi GA.

**3.0 BRIEF SCOPE**

3.1 The scope of work shall cover design, engineering, manufacturing, testing, inspection, Supply, installation, testing, commissioning and comprehensive maintenance for motor driven reciprocating 250 SCMh motor driven CNG composite dispensing unit package for city gas distribution project at Kanpur, Unnao, Bareilly & Jhansi GA.

3.2 The brief details of supply are given as under:

## INVITATION FOR BIDS(IFB)

SOR ItemNo.	Description of item	Unit	Quantity
1.	Design, Engineering, Manufacturing, Inspection, Testing, Supply, erection, Transportation, loading & unloading at Geographical area of Kanpur, Unnao, Bareilly and Jhansi site/store, Installation, commissioning with commissioning spares & Field performance test, Operation and comprehensive maintenance at M/s CUGL site of <b>motor driven CNG composite dispensing unit package with discharge flowcapacity of 250 SCMH</b> with 03 banks,6 line priority panel along with all accessories and auxiliaries as per Technical volume of Tender document complete in all respects including special tools and tackles with the list. Suction Pressure Range: 14 - 19 Kg/cm2 (g) Discharge Pressure: 255 kg/cm2 (g)	Nos	08
2.	Operations of motor driven CNG composite dispensing unit package with discharge flowcapacity of 250 SCMH		
2.1	Operation charges for during warranty	No. of shifts	5840
2.2	Operation charges for 01st year after warranty	No. of shifts	5840
2.3	Operation charges for 02nd year after warranty	No. of shifts	5840
2.4	Operation charges for 03rd year after warranty	No. of shifts	5840
2.5	Operation charges for 04th year after warranty	No. of shifts	5840
2.6	Operation charges for 05th year after warranty	No. of shifts	5840
3.	Comprehensive Annual Maintenance Contract (CAMC) charges per motor driven CNG composite dispensing unit package with discharge flow capacity of 250 SCMH inclusive of manpower, spares, consumables etc. CAMC will consist of two parts: Preventive maintenance at regular interval by OEM /authorized contractor as per recommendation of OEM Break down maintenance as and when required within CAMC by OEM. (Included during warrantee and post warranty period). 1st year CAMC shall be inclusive in the warranty period		
3.1	<b>For 1<sup>st</sup> Year During Warrantee Period</b>	Machine Months	Included in warranty period
3.2	<b>For 1<sup>st</sup> year</b> After Warrantee Period	Machine Months	96
3.3	<b>For 2<sup>nd</sup> Year</b> After Warrantee Period	Machine Months	96
3.4	<b>For 3<sup>rd</sup> year</b> After Warrantee Period	Machine Months	96
3.5	<b>For 4<sup>th</sup> year</b> After Warrantee Period	Machine Months	96

3.6	For 5 <sup>th</sup> year After Warrantee Period	Machine Months	96

**Definition: The term “Composite Dispensing Unit” means “an integrated unit comprising of CNG Storage cascade, CNG compressor and CNG dispensing unit integrally attached with each other and installed inside an enclosure box.”**

**The above is as per point no. X of 2 (Definitions) in Chapter -I, Preliminary of Gas Cylinder Rules 2016.**

**3.3** The above quantities are indicative and for evaluation purpose only. Purchase order/Release order will be released considering consumption rate and stock position.

**3.4** Bidder to quote for full quantity of quoted item. Bid with part quantity shall be liable for rejection

**3.5** Relocation of Compressors- Supplier will be responsible for shifting of compressors from one location to other location without any change in Guarantees / Warranty terms if instructed by CUGL.

**3.6** For detailed Scope of work and specifications, refer Technical volume II of II.

#### **4.0 CONTRACT PERIOD AND DELIVERY SCHEDULE**

**4.1** Delivery : 03 nos. : 18 Weeks from the date of LOI  
05 nos. : 18 weeks from the date intimation within one year from first notification of award.

**4.2** Basis of Delivery : The basis of delivery shall be FOT, CUGL Site/ Store at Kanpur, Bareilly, Unnao & Jhansi

**4.3** PRS Applicability : Applicability of PRS shall be calculated on the basis of the material receipt date at CUGL designated Site/stores.

**4.4** Duration of OPERATION : The duration for Operation shall be Six (06) Years.

**4.5** Duration of CAMC : The duration for Comprehensive Maintenance shall be Six (06) years (1 year during warranty and 05 years post warranty).

Bid should be valid for 120 days from the date of schedule submission.

#### **5.0 BIDDING PROCEDURE**

**5.1** Bidding will be conducted through **Open Competitive Bidding basis**. Single stage two bid system is adopted for this tender.

1. The submission and opening of bids will be through e-tendering mode at CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpurchase.com>) and participate to 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.

## INVITATION FOR BIDS (IFB)

For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcprocure.com>.

**Note:**

- (1) *To participate in the e-tendering, it is mandatory for the bidders to have user ID & password. For this purpose, the bidder has to register itself with e-tendering website <https://cugl.abcprocure.com>. Please also note that the bidder has to obtain digital signature token (Class II or Class III Certificates with signing and encryption combo key usage issued by any Certifying Authority recognized by CCA India with their profile) for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.*
- (2) *CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.*

### 6.0 DETAILS OF BID DOCUMENTS

7.1	Tender Document Number	CUGL/C&P/TEN2324/42
7.2	Pre bid meeting date	<b>17.08.2023; 15:00 Hrs.</b>
7.3	Bid Submission date and time	<b>24.08.2023 till 15:00 Hrs.</b> , on tendering website <a href="https://cugl.abcprocure.com">https://cugl.abcprocure.com</a>
7.4	Un-Priced bid opening date and Time	<b>24.08.2023 at 15:30 Hrs.</b> , on e-tendering website <a href="https://cugl.abcprocure.com">https://cugl.abcprocure.com</a> .
7.5	Price bid opening date and time	Date and time shall be intimated later
7.6	Address for opening of bids through e-tendering website <a href="https://cugl.abcprocure.com">https://cugl.abcprocure.com</a> .	Sr. Manager C&P Department <b>Central U. P. Gas Limited</b> 7 <sup>th</sup> Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024

**NOTE:**



## INVITATION FOR BIDS (IFB)

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

Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

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

Bid shall be uploaded in two parts as below:

### **PART- I (UN-PRICED BID)**

Un-priced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 22.1 of ITB.

Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) EMD/Bid Security
- ii) Power of Attorney
- iii) Forms & Formats as per Section – V

### **PART-II (PRICED BID)**

Priced bid shall contain only the prices without any conditions as per clause no. 22.2 of ITB.

## **7.0 BIDDER EVALUATION CRITERIA (BEC)**

### *Technical*

(A) For Motor Driven CNG Composite Dispensing Unit Package Manufacturer:

1. Bidder shall be a regular manufacturer of motor driven CNG composite dispensing unit package. The term “CNG Composite Dispensing Unit” means “ an integrated unit comprising of CNG Storage Cascade, CNG Compressor and CNG Dispensing Unit integrally attached with each other and installed inside an enclosure box”
2. The bidder shall have the single point responsibility for designing, engineering, manufacturing, packing, supplying, installing, testing and commissioning of 250 SCM<sup>H</sup> “motor driven CNG composite dispensing unit package” respectively during the last Seven (7) years reckoned from the bid due date.
3. The bidder in the last seven years should have a Proven Track Record “PTR” reckoned from the bid due date for design, engineering, manufacturing, testing from the proposed facility of manufacturing at least 04 nos. of 250 SCM<sup>H</sup> capacity motor driven CNG composite dispensing unit package suitable for operation at suction pressure in the range of 14-19 Kg/cm<sup>2</sup>(g) with discharge pressure at 255 Kg/cm<sup>2</sup>(g). Of the above supplied motor driven CNG composite unit package at least 04 no. of package should have completed minimum 2000 running hours or more successfully as on bid due date.

4. The bidder directly or through their authorized agencies should have provided maintenance services to at least 04 no. 250 SCMH capacity motor driven CNG composite dispensing unit package for a period of not less than 02 (two) years as on the bid due date. The period for trouble free operation & maintenance services shall be in the last seven years from the bid due date.
5. Bidder must have successfully supplied/completed at least “single order” of 04 nos. 250 SCMH “ motor driven CNG composite dispensing unit package” to any Oil PSU/ JVs of PSUs CGD Company in India under the last seven years reckoned from the bid due date.
6. CUGL/Purchaser at any point of time before the award of the contract may/would like to visit the places/sites wherein the supplied package had been installed by the bidder for inspection. Bidder to facilitate the visit at the facility

(B) For motor driven CNG Composite dispensing unit package supplier/ Compressor block OEM Sales and Service Dealer:

The Bidders who are regular manufacturer of compressor block/sole selling agents/authorized distributors/authorized dealers/authorized supply house of the manufacturers/Compressor block OEM sales & service dealer of motor driven CNG composite dispensing unit package are eligible to bid on behalf of the manufacturers. However, this shall be subject to following conditions:

1. The bidder shall furnish the authorization certificate issued by the manufacturer for selling motor driven CNG composite dispensing unit package with validity of certificate throughout the contract period.
2. The bidder shall supply motor driven CNG composite dispensing unit package produced by the established motor driven CNG composite dispensing unit package manufacturer who meets qualification requirements as per the technical BEC mentioned above for motor driven CNG composite dispensing unit package manufacturer.
3. Bidder shall offer product of only one manufacturer and similarly one manufacturer can offer product through only one bidder.
4. The bid shall be liable for rejection in case of change of proposed motor driven CNG composite dispensing unit package manufacturer. Similarly, the motor driven CNG composite dispensing unit package manufacturer cannot change its sole selling agents/authorized distributors/authorized dealers/authorized supply house of the manufacturers after submission of bid, or else the bid shall be rejected.
5. It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the manufacturer to the CUGL/its authorized representative as per the policy.

*Commercial*

**Annual Turnover**

The bidder should have achieved minimum annual turnover during anyone of the last 3 preceding financial years as per below table:

SOR Item	Description	Total Amount (INR in Crore)
1	250 SCMh MOTOR DRIVEN CNG COMPOSITE DISPENSING UNIT PACKAGE	7.48

### Net Worth

Net worth of the Bidder should be **positive** as per last audited financial year.

### Working Capital

The working capital of the bidder should be minimum for last audited financial year shall be as per table given below:

SOR Item	Description	Total Amount (INR in Crore)
1	250 SCMh MOTOR DRIVEN CNG COMPOSITE DISPENSING UNIT PACKAGE	1.49

### Note:

Financial BEC requirement shall be:

- If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for the amount specified in Table above.
- In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.
- Bidder shall meet the qualification criteria as stated Bid Evaluation Criteria. Bidder shall furnish following documents along with the bid, to justify meeting the stipulated qualification criteria.
  - Annual audited reports including Balance Sheets and Profit & Loss account statement for which the data to be provided so that the data provided above can be verified. In case, Audit is not mandatory as per the Statutory Norms for Bidder, it is required to submit a copy of his Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.
  - Owner reserves the right to get direct feedback from user on satisfactory performance. If bidder fails to provide the requisite documents, CUGL reserves the right to reject the Bid.
- Bidder to quote for full quantity as per SOR. Bid with part quantity shall be liable for rejection.
- The bidder shall be required to submit documentation and proof for the above requirements and purchaser may at its DISCRETION make additional checks for the same.
  - For the bidders whose financial year is a calendar year, for such bidders the audited financial years for the preceding calendar years shall be applicable.

Bids may be submitted by

- a) Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with

CST

b) Bidding through JV or in a consortium is not permitted.

c) Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above.

**The Documents required to be submitted by the bidder to substantiate their qualification under Bidder Evaluation Criteria (BEC) shall be as follows:**

1. Technical BEC

a) Copy of Purchase / Work Order issued by any Oil PSU/ JVs of PSUs CGD Company in the name of bidder in India for supply of motor driven CNG composite dispensing unit package.

b) IRN / Dispatch clearance Note (DCN) issued by end user / consultant / TPIA linked with above Purchase / Work Order.

c) Copy of **“PTR” Proven Track Record** issued by any Oil PSU/ JVs of PSUs CGD Company in India as per point no.3 & 4 of Technical BEC (A) above shall be submitted for the motor driven CNG composite dispensing unit package supplied against / linked with above Purchase / Work Order.

d) Installation & Commissioning Report issued by end user linked with above Purchase /Work Order.

e) Confirmation by the bidder on letter head that the bidder shall be a regular manufacturer / packager and supplier of motor driven CNG composite dispensing unit package handling hydrocarbon gas.

f) Valid PESO approval certificate of offered model of motor driven CNG composite dispensing unit package (that includes compressor, cascade & dispenser attached with each other and installed inside an enclosure box in a single unit on a single skid) for commercial operations.

g) Certificate from any reputed Third-Party Inspection Agency as specified in tender that the workshop / facility has the capability for fabrication / testing of motor driven CNG composite dispensing unit package. i.e, ISO 9001 : 2015

**h) The composite dispensing unit are intended to be installed at existing petrol pump outlets/retail outlets dispensing bays which have limited space. Bidder shall optimize the compressor package for minimum possible space requirement considering space constraint. **The maximum size of the package shall not exceed more than 4.0 meters (length) x 2.0 meters (width)x 4.0 meters (height). The package offered over & above of this size shall be rejected.****

The bidder shall provide drawing of composite unit for the above-mentioned size specification along with the technical bid.

NOTE: The bidder to ensure / confirm that the offered model shall be same against which the PTR is submitted as per BEC.

2. Financial BEC

a. Annual Turnover

Bidder must submit: Audited Financial Statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years.

b. Net Worth

Bidder must submit: Audited Financial Statements including Balance sheet and Profit & Loss Account etc. for immediate financial year.

c. Working Capital

Bidder must submit : Audited Financial statements including Balance Sheet and Profit & Loss Account etc for immediate preceding year.

In case of inadequate or negative working capital, Letter from the bidder's bank , having net worth not less than Rs 100 crores confirming the availability of the line of credit for at least working capital requirement as stated in BEC.

Certificate from Chartered Accountant for details of financial capabilities.

Note: -

- Owner reserves the right to get direct feedback from user on satisfactory performance.
- All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) – Technical" shall be necessarily certified by Chartered Engineer and duly attested by Notary Public with legible stamp.
- All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) – Commercial" shall be necessarily certified by Chartered Accountant with UDIN and duly attested by Notary Public with legible stamp.

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

**8.0 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)**

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

Sl. No.	Description	EMD Amount(INR in Lakhs)
1	250 MOTOR DRIVEN CNG COMPOSITE DISPENSING UNIT PACKAGE	10 lakhs

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

8.3 Bidders shall submit UDYAM Registration certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

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

## INVITATION FOR BIDS (IFB)

- 8.5** Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document

**NOTE:**

In case of any conflict among the various documents of this requisition, the **BEC** requirement shall govern. Compliance with these specifications shall not relieve the bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions. No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall be accepted and offers not in compliance to the same shall be rejected. In case a deviation is required due to inherent design of the equipment offered, the bidder shall list all such deviations at one place giving reasons thereon.

- 8.6** Bid security / EMD against e-tender can be submitted either through online e-payment mode available on e-tender portal or in the form of Demand Draft in favour of Central UP Gas Limited, payable at Kanpur or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 180 days from scheduled date of bid submission.
- 8.7** Bid security/EMD can also be submitted through online transaction directly to Central U.P. Gas Limited account as mentioned below. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection.

<b>Name of A/c Holder</b>	Central U P Gas Limited
<b>Bank Name</b>	Union Bank of India
<b>Account No.</b>	455201011012003
<b>IFSC</b>	UBIN0563081
<b>Bank Name</b>	Union Bank of India
<b>Bank Address</b>	Trade Tax Office Lakhanpur Road Dist Kanpur-208024

- 8.8** Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to HOD (C&P), C&P Department, Central U.P. Gas Limited 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024 within 7 working days from the date of bid opening, failure of which may render the bid liable for rejection.
- 8.9** PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.
- 8.10** Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected.

**9.0 BIDDING ENTITY**

- 9.1** Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST.

**9.2 Bidding through JV or in a consortium is not permitted.**

- 9.3** Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above

	<b>INVITATION FOR BIDS (IFB)</b>	
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**10.0 PRE-BID MEETING**

**10.1** The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting shall be organized at CUGL HO office, Kanpur. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

**10.2** Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

**11.0 GENERAL**

**11.1** CUGL reserves the right to place the order for part quantity.

**11.2** Deleted

**11.3** Purchaser reserves the right to increase or decrease the quantity throughout the validity of contract.

**11.4** The bids received after bid due time/ date shall be rejected.

**11.5** Bids through Fax/ E-MAIL are not acceptable.

**11.6** CUGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

**11.7** Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids.

**11.8** Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

**11.9** Contact details of owner is given below:

Sr. Manager  
C & P Department  
Central U. P. Gas Limited  
7th Floor, UPSIDC Complex,  
A-1/4, Lakhanpur, Kanpur-208024

**Name : Mr. Sunil Kumar**

Telephone: +91 (0512) 2582455 [Email: snkumar@cugl.co.in](mailto:snkumar@cugl.co.in)

**Name: Ms. Sushmita**

Telephone: +91 (0512) 2585001 Email; [sushmita@cugl.co.in](mailto:sushmita@cugl.co.in);

	<p style="text-align: center;"><b>INVITATION FOR BIDS (IFB)</b></p>	
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**SECTION – II  
INSTRUCTIONS TO BIDDERS (ITB)**



## INVITATION FOR BIDS (IFB)

### A. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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](mailto:sonu@abcprocure.com), [satabdi@abcprocure.com](mailto:satabdi@abcprocure.com) with a copy to [info@abcProcure.com](mailto: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 9510812960 | 9904406300| 9265562819| 9510812971 ) 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**

	<b>INVITATION FOR BIDS (IFB)</b>	
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**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 etendering 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.
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: +91 9510812960| 9904406300| 9265562819| 9510812971

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

**FOR TENDER RELATED QUERIES:**

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr. Sunil Kumar

E-mail: [snkumar@cugl.co.in](mailto:snkumar@cugl.co.in)

(2) NAME, Designation, Department

Phone: 0512- 2582455, Ms. Sushmita

E-mail: [sushmita@cugl.co.in](mailto:sushmita@cugl.co.in)

## INSTRUCTIONS TO BIDDERS (ITB)

### 2.0 TENDER DOCUMENTS SEARCH

- 2.1 Active tenders can be searched on the portal through various parameters including Tender ref no., description, date, etc.
- 2.2 After login, if the bidders are not able to see the desired tender on the published tenders page, they may need to update their profile through the Profile tab. On the update profile page, check mark all the procurement categories and save. All tenders should now be visible on their published tenders page.
- 2.3 Once the bidders have marked the tenders they are interested in, these tenders will be moved to the 'Interested Tenders' page. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.4 After marking as interested, bidders can pay the e-tender processing fee to ITI Limited through the 'Request tender' option. Once paid, the bidders can proceed for bid submission.
- 2.5 Bidder has to log into the site well in advance before the sale date and time of the tender in over. CUGL or ITI Limited shall not be responsible for any last minute issues regarding processing fee payment.
- 2.6 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3.0 BID PREPARATION

- 3.1 Bidders, in advance, should upload the bid documents on the portal well within time as indicated in the tender document. Generally, they are to be in PDF format except some of the documents provided in excel formats (such documents have to be filled and uploaded in excel format only).
- 3.2 Bidders are required to upload all required documents such as certificates, purchase order details, forms, financial reports, etc. under "My Documents" link on the portal first. These can be later attached as part of their bid documents during bid submission.
- 3.3 Bidders can merge multiple PDF and upload in a single PDF file as long as it within the size limit of single file i.e. 5 MB.

### 4.0 BID SUBMISSION

- 4.1 Bidder will be entirely responsible for any last minute issues CUGL shall not be held responsible for such default. To prevent this, bidders are advised to upload the documents on the portal well within deadline.
- 4.2 For EMD, bidder has to select the mode of payment (BG/e-payment) and fill in the required details along with scanned copy. Exempted vendors can select 'Exemption' and upload valid certificate for the same.
- 4.3 A standard SOR format in excel has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format only. Proving the same in any other format such as pdf, shall render the bid liable for rejection.
- 4.4 Bidders may need to update their encryption/cipher certificate in their Profile to enable the system to upload excel files. For this, go to the 'Profile' tab on the portal and click 'Capture cipher certificate' button on the update profile page. Follow the java application steps as instructed and save your profile.

## INSTRUCTIONS TO BIDDERS (ITB)

- 4.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 It is important to note that the bidder has to click on the 'Final Submit Bid button', to ensure that the Bid Submission Process is completed. Bids which aren't submitted successfully are considered as Incomplete/Invalid bids and are not considered for evaluation by the portal.
- 4.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.9 Bidders to note that in case they wish to modify/re-upload certain documents before bid submission deadline, they can do so by going to the bid submission page and clicking re-upload action button appearing in front of each uploaded document. **In no case should the bidder click on 'Withdraw' button. Please note that upon clicking withdraw button, bidder will not be allowed to participate in that tender again.** It is only meant in case bidders need to withdraw their participation from a specific tender.
- 5.0 ASSISTANCE TO BIDDERS**
- 5.1 Any queries relating to the content of the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority as indicated in the tender.
- 5.2 For e-Procurement technical support or any queries related to the process of online bid submission or queries relating to e-Portal in general may be directed to e-portal Helpdesk of M/s E-Procurement Technologies Limited. The contact number for the helpdesk is Contact Numbers: 9870089747

### 6.0 EMAIL SUPPORT:

- 6.1 For any e-Procurement application related service requests and technical issues related to document uploads, encryption/decryption key issues, bidder login issues, new registration issues, key uploads, DSC key installation, bid submission, system users may please mail to [support.cugl@eptl.in](mailto:support.cugl@eptl.in) | [support@abcprocure.com](mailto:support@abcprocure.com) Any issues encountered due to last minute actions by the bidders shall not be the responsibility of CUGL. Bidders are advised to use the portal in advance so that any issue can be resolved with adequate time before any deadline.

## B. INTRODUCTION

### 1.0 INTRODUCTION

- 1.1 The Owner/ Purchaser invites sealed bids through e-tendering mode for the supply of goods as mentioned in the tender documents.
- 1.2 The bidding document specifies the contractor scope of work, terms and conditions.

## INSTRUCTIONS TO BIDDERS (ITB)

**1.3** All terms, conditions and specifications of the bidding document shall be construed as applicable in general, unless specifically indicated to the contrary.

**1.4** Bidders shall quote in the manner as specified in the bidding document. Owner reserves the right to evaluate and accept bids at their sole discretion.

### **2.0 ELIGIBLE GOODS AND ORIGIN OF GOODS**

**2.1** All goods and related services to be supplied under the contract shall have their origin only in source countries, which are not prohibited to trade with by any law or rules made there under having the force of law of the Union of India or any state Government of India.

**2.2** For purposes of this clause, "Origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**2.3** The origin of goods and services may or may not be from the home country of the Bidder.

### **3.0 ELIGIBILITY OF BIDDERS**

**3.1** Bidders shall as part of their bid, submit a written Power of Attorney authorizing the signatory of the bid to bind the bidder.

**3.2** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out the Works under this Invitation for Bids.

**3.3** The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Owner/ Consultant in accordance with ITB.

**4.0** The bidder should not be on holiday or black listed by Purchaser, any government ministry / MOPNG ) / any government (national, state or local), PSU, PSU-JV and/or other government entities. If the documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/award.

### **5.0 ONE BID PER BIDDER**

**5.1** Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.

**5.2** Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

**5.3** Alternative bids are not acceptable.

### **6.0 SINGLE POINT RESPONSIBILITIES**

## INSTRUCTIONS TO BIDDERS (ITB)

**6.1** The bidder shall submit bid on single point sole/prime bidder responsibility basis. No consortium/joint bid shall be accepted. The status of all the other vendor(s)/collaborator(s), (if any), referred/identified by the bidder in their offer shall be that of bidder's sub-vendor / supplier/sub-service provider.

### **7.0 COST OF BIDDING**

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

### **8.0 NON-TRANSFERABILITY OF THE BID DOCUMENTS**

Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

## **C. THE BID DOCUMENTS**

### **9.0 CONTENT OF BID DOCUMENTS**

**9.1** The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause "AMENDMENT OF BID DOCUMENTS" of Instruction to bidders (ITB).

Volume I: Commercial Volume consisting of:

- Section – I : Invitation for Bids (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : General Conditions of Contracts (GCC)
- Section – IV : Special Conditions of Contracts (SCC)
- Section – V : Forms and Formats
- Section – VI : Schedule of Rates (SOR)
- Section –VII : Forms to be used after award of Contract.

Volume II: Technical Volume

**9.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bid documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

### **10.0 CLARIFICATION ON BID DOCUMENTS**

A prospective Bidder requiring any clarification of the bid documents may notify the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting. Written copies of the Owner's/ Consultant's response

## INSTRUCTIONS TO BIDDERS (ITB)

(including an explanation of the query but without identifying the source of inquiry) will be hosted on ITI's e-procurement website <https://petroleum.euniwizarde.com> and official CUGL website along with the corrigendum before the bid due date. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

### 11.0 AMENDMENT OF BID DOCUMENTS

- 11.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by amendment.
- 11.2 Any addendum /corrigendum/ clarifications to bidders query thus issued shall be part of the bidding documents pursuant to ITB Clause- 8.0. All the prospective bidders who have attended the Pre-Bid meeting/ submitted bid document fee, shall be informed by email/ post about the addendum/ corrigendum/ clarifications to bidders query for their reference. Bidders desirous to submit its bid have to take into consideration of all the addendum(s)/ corrigendum (s)/ clarifications to bidders query before submitting the bid.
- 11.3 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner / Consultant, at its discretion, may extend the deadline for the submission of bids.

### D. PREPARATION OF BIDS

#### 12.0 LANGUAGE OF BID

- 12.1 The bid prepared and submitted by the Bidder, as well as, all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser / Consultant, shall be in English.
- 12.2 In the event of submission of any document/ certificate by the bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder along with the bid.

#### 13.0 DOCUMENTS CONSTITUTING THE BID

- 13.1 The bid prepared by the Bidder shall comprise the following components that are required to be provided on the e-tendering portal:
- Un-priced Techno-commercial bid along with the Bid Forms completed in accordance with the tender documents;
  - Price Bid having Price Schedule/SOR filled up in accordance with tender documents.
  - Documentary evidence established in accordance with ITB that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bid documents; and
  - Bid security furnished in accordance with Performa given in this bid documents.

#### 14.0 BID FORM

- 14.1 The Bidder shall complete all the Bid Forms attached in Section-V of bid document and submit the same as a part of "Techno-Commercial Un-priced bid" as per clause no. 24.1 of ITB.

## INSTRUCTIONS TO BIDDERS (ITB)

**14.2** In two-part bidding as specified in IFB, Bidder shall bid in two parts, the first part will contain all bid forms with related documents, SOR without prices and bid security but not the price schedule, the second part will contain only price schedule.

### **15.0 BID PRICES**

**15.1** The Bidder shall e-quote Bid Prices on appropriate format of "Schedule of Rates" (SOR) as enclosed part of bid documents as it proposes to supply under the contract.

**15.2** Bidder has to indicate price in the "Schedule of Rates" (SOR) separately as under: -

- Ex-works price quoted by the bidder (including testing, packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, (wherever applicable).
- Inland transportation, transit insurance, unloading & staking at Delivery location and other costs incidental to delivery of goods.
- Comprehensive Annual Maintenance Contract (CAMC) charges for five (05) years. (excluding warranty period of 1st year).
- GST (CGST & SGST/UTGST or IGST) on the finished goods, inland transportation and CAMC.

**Note:**

- Bidder shall mention HAC/SAC code and GST (%) percentage applicable in Un-priced Schedule of Rates (SOR)

**15.3** Technical loading, if any, as defined in Technical Specification shall be considered while comparing prices.

**15.4** Commercial loading, if any, as defined in Commercial Part of the Tender Document shall be considered while comparing prices. However, there will be no commercial loading w.r.t. delivery period.

### **16.0 PRICE BASIS**

Prices quoted by the bidder shall be considered as firm and fixed during the entire execution of the contract and not subject to variation on any account, except any statutory variation in taxes.

### **17.0 CURRENCIES OF BID**

Bidders shall submit bid in Indian Rupees only.

### **18.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

**18.1** Pursuant to IFB, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

**18.2** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- that the Bidder meets the qualification criteria stipulated in the Tender.



## INSTRUCTIONS TO BIDDERS (ITB)

### 19.0 DOCUMENTS ESTABLISHING GOOD'S ELIGIBILITY AND CONFORMITY TO BIDDOCUMENTS

19.1 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered and a certificate of origin (for goods other than that of Indian origin) issued at the time of shipment shall confirm the same.

19.2 Wherever appropriate the documentary evidence of conformity of the goods and services to the bid documents may be in the form of literature, drawings, and data, and shall consist of:

- a detailed description of the essential technical and performance characteristics of the goods;
- an item-by-item commentary on the Purchaser/ Consultant's Technical Specifications demonstrating substantial responsiveness of the goods and services to those of the specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

19.3 For purposes of the commentary to be furnished pursuant to ITB above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated in the Technical Specifications, are intended to be descriptive only and not restrictive.

### 1.0 BID SECURITY/ EMD

1.1 Pursuant to the provisions of IFB and ITB, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Tender.

1.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.3 Non-submission of EMD (in form of BG in physical form) to purchaser's office as mentioned in IFB may render the bid liable for rejection.

1.4 Original Bid Security in the form of BG/DD shall be submitted in a sealed envelope clearly superscribing "Bid Security – Original" along with the name and address of bidder, tender subject, tender document number and shall be addressed to the address given in Section-IFB. If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement of the EMD and its consequential rejection.

1.5 Any bid not secured in accordance with IFB and ITB Clauses may be treated as non-responsive and rejected.

1.6 Earnest Money Deposit (EMD) so paid will be refunded to the unsuccessful bidders after the award of work. For bidders who have submitted their EMD through any of the e-payment mode, refund of the EMD amount shall be made to the account as mentioned in their profile on the e- tender portal.

1.7 The successful Bidder's bid security will be discharged upon such Bidder accepting the award and furnishing the performance security against Contract/Order.

1.8 The bid security may be forfeited if:

- (i) The bidder withdraws the bid within its validity.
- (ii) The bidder revised / modified their bids suo moto affecting the bid requirement.

## INSTRUCTIONS TO BIDDERS (ITB)

(iii) The bidder does not accept the LOA/PO/Contract.

(iv) Execution of job has not started as per timelines defined in tender document.

(v) If it is established that bidder has indulged in corrupt and fraudulent practice or have submitted forged documents the bid security shall be forfeited in addition to other action like putting the vendor on holiday after following the due process.

**1.9** In case of default by bidders under MSME / NSIC category under heads (i) to (v) above, recovery letter for amount equivalent to Earnest Money Deposit (EMD) / Bid Security shall be sent to bidder and information letter indicating the nature of default shall be sent to Ministry of Micro, Small and Medium Enterprises.

**1.10** PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid. Traders / Dealers / Distributors / Stockist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

### **2.0 PERIOD OF VALIDITY OF BIDS**

**2.1** Bids shall remain valid for the period specified in the IFB after the date of bid submission as prescribed by the Purchaser. Purchaser may reject the bid having shorter validity period as non-responsive.

**2.2** In exceptional circumstances, the Purchaser may request the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request for extension of its bid validity will not be required nor permitted to modify its bid.

### **3.0 FORMAT AND SIGNING OF BID**

**3.1** The bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

**3.2** Any interlineations, erasures, or corrections shall be valid only if the person or persons signing the bid initial them. Overwriting will not be treated as correction and may lead to rejection of bid. A correction shall be considered if a part of text or figures or dates needing corrections are deleted and a separate text or figure or date, as the case may be, is written separately having proper link to the place of correction.

**3.3** As bidding shall be done through e-tendering, digitally signed documents to be uploaded.

## INSTRUCTIONS TO BIDDERS (ITB)

### 4.0 DEVIATIONS

- 4.1 Purchaser/ Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Work, Technical Specification etc. to avoid delay seeking clarifications on technical/ commercial aspect of the offer.
- 4.2 **Deviations if any have to be listed only in the Form 6** of the bid submitted by the bidder. Deviations listed anywhere else will not be considered and in case of award of the job to the bidder, the job has to be completed in accordance with the tender terms and conditions without any commercial implications to the Purchaser.
- 4.3 Notwithstanding to the above, bids with the deviation(s) to the bid conditions shall be summarily rejected without any post bid reference to the bidder. However, Purchaser reserves the right to take the final decision in this regard, without assigning any reason.

### E. PREPARATION AND SUBMISSION OF BIDS

#### 5.0 PREPARATION OF BIDS

- 5.1 Scanned documents (duly signed by the authorized signatory) and/or pre-formatted excel files to be uploaded by the bidder on the portal which shall comprise of the following:

Covering Letter with

- i. Bidder's General Information Form-1
- ii. Bid Form Form-2
- iii. List of Enclosures Form-3
- iv. Proforma Of "Bank Guarantee" For "Earnest Money / Bid Security Form-4
- v. Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un-priced and price bid opening as per Form-5
- vi. No deviation confirmation / Deviation Form as per Form-6
- vii. Declaration Regarding Holiday/Banning And Liquidation, Court Receivership Form-7
- viii. Certificate For Non-Involvement Of Govt. Of India Form-8
- ix. Proforma Of "Bank Guarantee" For "Contract Performance Security / Security Deposit Form-9
- x. Agreed Terms & Conditions Form-10
- xi. Acknowledgement Cum Consent Letter Form-11
- xii. Undertaking On Letterhead Form-12
- xiii. Bidder's Experience Form-13
- xiv. Check List Form-14
- xv. Format for certificate from bank if bidder's working capital is inadequate Form-15
- xvi. Annual Turnover for last 3 year & Financial Data for last Financial Year Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant Form-16
- xvii. Power of attorney of the signatory to the bid document on non-judicial stamp paper

## INSTRUCTIONS TO BIDDERS (ITB)

- xviii. Un-priced Schedule of Rates (SOR) should be mentioned as "QUOTED". Bidders to indicate HSN/SAC Code & % of GST applicable in un-priced SOR
- xix. Copy of GST, ESI, PF and PAN Registration Certificates
- xx. EMD/ Bid security
- xxi. Other documents as per Technical Volume of bid document

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

Bidder must ensure numbering of all pages submitted in bid document. Further total number of pages submitted in bid document must be mentioned in the covering letter of bid submitted.

**5.2** The price bid shall contain Schedule of Rates dully filled in the prescribed format available on the e-portal.

### **6.0 DEADLINE FOR SUBMISSION OF BIDS**

**6.1** The bid must be submitted on the specified e-tendering portal as specified in IFB not later than the time and date as specified in IFB. The online e-tendering portal will not allow any bid or part thereof whatsoever to be submitted after the due time on the due date.

**6.2** The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by uploading on website, email or any written communication to all prospective bidders who have been issued the bid document to extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

### **7.0 LATE BIDS**

**7.1** Any bid received by the Owner/ Consultant after the deadline for submission of bids prescribed by the Owner/ Consultant will be rejected.

**7.2** Bidders have to upload scanned copy of their EMD or Exemption certificate with declaration letter (Annexure-1), as applicable, on the e-tender portal. During bid opening, any bid uploaded without such EMD/Exemption certificate copy shall be summarily rejected.

**7.3** Bidders submitting bid security in the form other than that of online transaction, bidder shall submit the same in physical form to HOD (C&P), C&P Department, Central UP Gas Limited, Central U. P. Gas Limited 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024 within 07 working days from the date of bid opening. Failing to do so may render the bid to be considered as Late Bid. Such bid shall not be considered for further evaluation.

### **8.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**8.1** The Bidder may modify or withdraw its bid after the bid's submission, but before the due date of submission as per provisions provided on the e-tendering portal. After the bid due date & time however, no modifications whatsoever are allowed in the bid.

**8.2** No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. In case of request in written by the authorized signatory for withdrawal of a bid during this interval, the Bidder's bid security shall be forfeited.

## INSTRUCTIONS TO BIDDERS (ITB)

- 8.3** Upon selecting “withdraw” option on the e-tender portal and providing the reason for withdrawal, the portal will not allow the bidder to re-submit his bid. CUGL shall not be responsible if the bidder is not able to re-submit his bid after withdrawal.

### F. OPENING AND EVALUATION OF BIDS

#### 9.0 OPENING OF BIDS BY THE PURCHASER/ CONSULTANT

- 9.1** The Owner/Consultant will open all bids on the e-tendering portal at the time, on the date (as specified in IFB), and at the place specified in the Tender.
- 9.2** The Bidders’ names, bid modifications or withdrawals, and the presence or absence of requisite bid security and such other details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder.
- 9.3** Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder’s specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Owner / Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

#### 10.0 CLARIFICATION OF BIDS

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

#### 11.0 PRELIMINARY EXAMINATION

- 11.1** The Purchaser/Consultant will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 11.2** Prior to the detailed evaluation, pursuant to ITB, the Purchaser/Consultant will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Documents without deviations.
- 11.3** If a bid is not substantially responsive, it will be rejected by the Purchaser/Consultant and shall not subsequently be made responsive by correction of the nonconformity by the Bidder.

#### 12.0 REJECTION CRITERIA

- 12.1** Any deviation/unconformity on following conditions will result in summarily rejection of the bid:
- Firm Price
  - EMD/Bid security
  - Scope of Work
  - Specifications
  - Price Schedule in other than prescribed format or with insertion of any condition(s)
  - Delivery / Completion Schedule
  - Period of Validity of bid

## INSTRUCTIONS TO BIDDERS (ITB)

- Price Reduction Schedule
- Delivery schedule
- Performance Bank Guarantee/ Security Deposit
- Guarantee/Warranty of goods / work
- Arbitration / Resolution of Dispute
- Force Majeure
- Applicable Law
- Any other condition specifically mentioned in the tender documents elsewhere that noncompliance
- Non-submission of Price Bid in Price Bid Envelope/Cover-2
- If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price
- Non-submission of declaration regarding Holiday Listing status

Prices if received in Unpriced Bid Envelope / Cover-1 shall not be considered for evaluation and bid shall be summarily rejected.

### 13.0 OPENING OF PRICE BID

13.1 Bidders whose bids are found substantially responsive shall be informed about the date and time of opening of price bid. Such bidders may be required to attend the price bid opening at a short notice

### 14.0 CONVERSION TO SINGLE CURRENCY

14.1 Not Applicable.

### 15.0 EVALUATION AND COMPARISON OF BIDS

15.1 The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.

15.2 In evaluating bids, the Owner will determine for each bid the evaluated bid Price by adjusting the bid Price as follows:

- Arithmetical errors will be rectified on the following basis:
- If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.
- If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

#### 15.2.1 Evaluation

- Price bid shall be evaluated on **total package basis** to arrive at the lowest evaluated cost to owner.
- The evaluated price of bidders shall include the following:
  - a) Ex-works price quoted by the bidder (including testing, packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, (wherever applicable).

## INSTRUCTIONS TO BIDDERS (ITB)

- b) Inland transportation, transit insurance, unloading & staking at Delivery location and other costs incidental to delivery of goods.
- c) Comprehensive Operation (06 years) and Annual Maintenance Contract (CAMC) charges for five (05) years.(Excluding warranty period of 1st year).
- d) GST (CGST & SGST/UTGST or IGST) on the finished goods, inland transportation and CAMC

### 15.2.2 Other Conditions Related to Bid Evaluation

- Canvassing in any form will make the bid liable for rejection.
- Unsolicited clarifications to the offer and/or change in prices during its validity period would render the bid liable for outright rejection.
- Bidders are advised to ensure that their bids are complete in all respects and conform to our terms, conditions and Bid Evaluation criteria of bid. Bids not complying with Owner's requirement may be rejected without seeking any clarifications.
- Bidders will not be allowed to revise their price/bid for any subsequent clarification, compliance to bid conditions after submission of bid.
- Bid should be complete covering the total scope of work indicated in the Bid documents.
- Price bid will be evaluated as per applicable GST and other taxes & duties as on date of Priced bid opening.

### 15.2.3 Comparison of Prices

- The Purchaser/ Consultant will evaluate and compare the bids, which have been determined to be substantially responsive.
- If more than one bidder quotes the same prices leading to common total evaluated price, the following methodology would be used for tie breaking. Rank would be decided based on the following parameters in order of precedence:
  - a. The bidders who have got the higher turnover in any of the last 03 (three) Financial Year.
  - b. The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in the last Financial Year.

**15.3** Technical loading, if any, as defined in Technical Specification shall be considered while comparing prices.

**15.4** Commercial loading, if any, as defined in Commercial Part of the Tender Document shall be considered while comparing prices. However, there will be no commercial loading w.r.t. delivery period.

**15.5** After opening of price bid, tax rates as quoted by different bidders shall be compared and if any variation is observed amongst the qualified bids then confirmation on applicable HSN/SAC codes and tax rates shall be sought from each of them. Reconfirmed tax rates shall be considered for evaluation and award of contract keeping the scope and other tender terms and conditions unchanged.

**15.6** Bidders are required to quote and comply with all applicable statutory requirements for invoicing.

## INSTRUCTIONS TO BIDDERS (ITB)

### 16.0 CONTACTING THE PURCHASER/ CONSULTANT

- 16.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser/ Consultant on any matter related to the bid, it should do so in writing.
- 16.2 Any effort by a Bidder to influence the Purchaser/ Consultant in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

### G. AWARD OF CONTRACT

### 17.0 POST-QUALIFICATION

- 17.1 In the absence of pre-qualification, the Purchaser/ Consultant will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 17.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information, as the Purchaser/Consultant deems necessary and appropriate.
- 17.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

### 18.0 AWARD CRITERIA

- 18.1 The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive.
- 18.2 Prices shall be evaluated **on lowest bid on package basis** for supply of motor driven CNG composite dispensing unit package including Design, engineering, manufacture, inspection, supply, erection, testing including packaging, delivery, forwarding, insurance, TPIA and CAMC charges for five (05) years to arrive at the lowest evaluated cost to Owner and order shall be awarded to lowest bidder.
- 18.3 The Purchaser will award the contract to the successful Bidder on L-1 rate basis.

### 19.0 SPLIT OF AWARD

Not Applicable

### 20.0 PURCHASER'S RIGHT TO VARY QUANTITIES DURING THE VALIDITY OF CONTRACT

- 20.1 The Purchaser reserves the right during the validity of contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### 21.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

- 21.1 The Purchaser reserves the right to accept or reject any bid in full or part, to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. Purchaser also reserves the right not to accept lowest rates quoted by the bidder.

### 22.0 NOTIFICATION OF AWARD



## INSTRUCTIONS TO BIDDERS (ITB)

- 22.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by Letter of Acceptance (LOA)/ / first intimation from CUGL or registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 22.2** The date of letter of intent for notification of award will constitute effective date.
- 22.3** The bidder shall promptly, but not later than Seven (7) days of notification of award shall furnish its acceptance of award.
- 22.4** Upon the successful Bidder's furnishing of the performance Bank Guarantee pursuant to ITB Clause.
- 22.5** The Purchaser will discharge the bid security of unsuccessful Bidders as early as possible.
- 22.6** Letter of intent read in conjunction with bid documents shall be binding Contract.
- 23.0 CORRUPT OR FRAUDULENT PRACTICES**
- 23.1** It is required that all concerned in the entire procurement process to observe the highest standard of ethics during the said process. In pursuance of this policy, the Purchaser/Consultant:
- a. Defines for the purposes of this provision, the terms set forth below as follows:
    - "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
  - b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank financed contract.
- 23.2** The Bidder warrants and undertakes to the Owner that the Bidder:
- a. shall not seek or offer gift, consideration or benefit of any kind, which constitutes illegal or corrupt practice, either directly or indirectly, as an inducement or reward for execution of the Purchase Order/Contract or for carrying out obligations under the Purchase Order/Contract;
  - b. shall ensure that any person who performs or has performed services for or on behalf of Bidder shall comply with this Clause;
  - c. has and shall maintain in place effective internal control mechanism to prevent the commission of illegal or corrupt practices, either directly or indirectly, by the Bidder;
  - d. from time to time, at the reasonable request of the Owner, will confirm in writing that it has complied with its undertakings in these Clauses and shall provide any information reasonably requested by the Owner in support of such compliance;

	<b>INSTRUCTIONS TO BIDDERS (ITB)</b>	
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e. shall notify to the Owner as soon as practicable of any breach of any of the undertakings contained within this Clause of which it becomes aware. In the event, the Bidder or such persons engaged by him breaches the requirements under this Clause, the same will constitute a fundamental and material breach of the Tender/Contract/Purchase Order and consequences for such breach, including termination, shall follow.

**23.3** Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract (GCC).

	<p><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p>	
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**GENERAL CONDITIONS OF CONTRACT (GCC)  
SECTION-1**

	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
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**DEFINITIONS**

**1.0 DEFINITIONS**

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

- 1.1 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.
- 1.2 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.

	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
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- 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 7<sup>th</sup> 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.
- 1.15** Project DESIGNATES THE AGGREGATE OF THE Goods and/or Services to be provided by one or more Contractors.
- 1.16** 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.
- 1.17** 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.
- 1.18** SERVICE shall mean erection, installation, and testing commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.
- 1.19** 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.
- 1.20** 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.
- 1.21** `SUB-CONTRACTOR shall mean order placed by the Supplier, for any portion of the contracted work, after necessary consent and approval of OWNER.
- 1.22** SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRAT has been sub-let by the SUPPLIER with the consent in writing of the OWNER and will include the legal representatives, successors, and permitted assigns of such person.

<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>
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**1.23** START-UP shall mean the time period required to bring the equipments covered under the Contract from 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.

**1.24** 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.

**1.25** 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.

<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
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- 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**

<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>
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- 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**

- a. 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
- b. Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

## **9.0 MODIFICATION IN**

**9.1** All modifications leading to changes in the contract with respect to Contract technical and / or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by OWNER BY ISSUING AMENDMENT TO THE contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

**9.2** OWNER shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms OR ACKNOWLEDGEMENT OF contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to contract.

## **10.0 USE OF CONTRACT**

**10.1** The supplier shall not, without the owner's prior written consent, document & Information disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the SUPPLIER in the



<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>
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performance of the CONTRACT. Disclosure to nay such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

**10.2** The SUPPLIER shall not, without the OWNER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

**11.0 PATENT RIGHTS LIABILITY & REGULATIONS**

**11.1** SUPPLIER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material Compliance and SUPPLIER agrees to be responsible for and to defend at his sole expense. all suits and proceeding against OWNER based on any such alleged patent infringement and to pay6 all costs , expenses and damages which OWNER and/ or Consultants may have to pay or incur by reason of any such suit or proceedings.

**11.2** The SUPPLIER shall indemnify the OWNER against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the OWNER's country.

**11.3** SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

**11.4** SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

**12.0 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 to the OWNER, in the bidding documents, for and amount equivalent to 3% of total order value (Excluding CAMC & GST but inclusive of erection & commissioning charges) of the CONTRACT.

(a) 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

(b) for Operation and CAMC Part: Vendor shall submit Contract Performance Bank Guarantee for 3% of annualized order value (excluding GST) of CAMC charges 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

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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

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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 o f 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 Materialsare 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**

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

**15.0 DELIVERY & DOCUMENTS**

	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>	
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**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 receipt at site/store shall be considered as delivery of material.

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.

**16.2** 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**

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**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. 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

**19.2** 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 :

**19.3** The construction, execution and commissioning.

**19.4** Five (5) years comprehensive CAMC after 01 year warranty period.

**19.5** 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.

**19.6** Type and sizes of bearings shall be clearly indicated.

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

**19.8** 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.

**19.9** Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected.

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**19.10** Lubricants

**19.11** Whenever lubricants are required, supplier shall indicate the quantity of lubricants required for the first filling, 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.

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

**19.13** 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.

20.1.1 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.

20.1.2 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.

20.1.3 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.

20.1.4 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.

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**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.

**23.0 SUBLETTING & OWNERS**

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

**24.0 TIME AS ESSENCE**

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

**25.0 DELAYS SELLERS 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



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

## **26.0 PRICE REDUCTION**

- 26.1 In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, 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 Respective LOT Quantity ORDER /Individual Delivery order for the LOT.
- 26.2 All lots shall be considered separately for applying PRS in case of delay as described above
- 26.3 The decision of the Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor.
- 26.4 In case of delay on the part of the Vendor the invoice shall be submitted after applicable price reduction.

## **27.0 REJECTIONS, REMOVAL EQUIPMENT & REPLACEMENT REJECTED**

- 27.1 Preliminary inspections at Supplier's works by Inspector shall not prejudice purchase's claim for rejection of the equipment on final inspection at site or claims under warranty provisions. 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.
- 27.2 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.
- 27.3 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.
- 27.4 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)

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## **28.0 TERMINATION OF CONTRACT**

### **28.1 Terminations for Default**

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

- A) If the Supplier fails to deliver any or all of the goods within the time
- B) If the Supplier fails to perform any other obligation(s) under the Contract, and
- C) If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.

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

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

### **28.2 Termination for Insolvency**

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

### **28.3 Termination for Convenience**

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

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

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

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### **29.0 FORCE MAJEURE**

**29.1** Shall mean and be limited to the following:

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

**29.2** 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.

**29.3** 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,.

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

### **30.0 RESOLUTION OF DISPUTE/ ARBITRATION**

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

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

#### **30.3 Legal Construction**

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

### **31.0 ARBITRATION**

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- 31.1** All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-charge is deemed to be final and binding), which cannot be mutually resolved within a reasonable time, shall be referred to Arbitration by a sole arbitrator
- 31.2** 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.
- 31.3** 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.
- 31.4** Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed hereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India)
- 31.5** 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.
- 31.6** 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.
- 32.0 GOVERNING LANGUAGE**
- 32.1** 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
- 32.2** Considered, if it is accompanied by an English translation. For the purposes of interpretation English translation shall govern and be binding on all parties.
- 33.0 NOTICES**
- 33.1** 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.
- 33.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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**34.0 TAXES & DUTIES**

- 34.1** A foreign supplier shall be entirely responsible for all taxes stamp duties, license fees, and other such levies imposed outside the Owner's country.
- 34.2** 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.
- 34.3** Customs duty payable in India for imported goods ordered by Owner on foreign supplier shall be borne and paid by Owner
- 34.4** 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.

**35.0 BOOKS & RECORDS**

- 35.1** 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.

**36.0 PERMITS & CERTIFICATE**

- 36.1** 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.

**37.0 GENERAL**

- In the event that and conditions stipulated in the General Condition of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 37.1** 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.
- 37.2** 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

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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.

**37.3** 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.

**37.4 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.

**37.5 PARAGRAPH HEADING**

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

**38.0 IMPORT LICENSE**

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

**39.0 FALL CLAUSE**

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

**39.2** If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Owner or any Department. Of Central Govt. or State Govt. as the case may be , at price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :

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

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

I/We certify that there has been no reduction in sale price of the items/goods/materials of descript8on identical to those supplied to the CUGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Department. Of Central Govt. or any Department. Of State

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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.

**40.0 PUBLICITY**

**40.1** 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.

**41.0 REPEAT ORDER**

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

**42.0 LIMITATION OF LIABILITY**

**42.1** 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.

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

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

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

**44.0 EVALUATION OF PERFORMANCE**

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

**SECTION-IV  
SPECIAL CONDITIONS OF CONTRACT (SCC)**



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**SPECIAL CONDITIONS OF CONTRACT  
FOR**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE  
MAINTENANCE FOR MOTOR DRIVEN RECIPROCATING 250 SCMH MOTOR  
DRIVEN CNG COMPOSITE DISPENSING UNIT PACKAGE FOR CITY GAS  
DISTRIBUTION PROJECT AT KANPUR, UNNAO, BAREILLY & JHANSI GA**

**1. COMPREHENSIVE ANNUAL MAINTENANCE SERVICES:**

- a. Bidders to ensure that total price quoted for Comprehensive Maintenance services including all taxes and duties for each year, post Warranty period shall be minimum % as mentioned below :

“Minimum fixed charges for Annual Comprehensive Maintenance in terms of percentage of unit Ex-works price of supply part quoted by the bidder shall not be less than 0.50% for 1 machine month flat for each consecutive year starting from 2nd year up to 6<sup>th</sup> year”

If prices quoted for Comprehensive Maintenance services for any year is less than the minimum percentage described as above, then the bid will be rejected.

## 2. DELIVERY PERIOD:

03 nos. : 18 Weeks from the date of LOI

05 nos. : 18 weeks from the date intimation within one year from first notification of award.

The basis of delivery shall be FOT, CUGL Site/ Store at Kanpur, Bareilly, Unnao & Jhansi.

### Terms of Payment:

**Payment towards supply, transportation, loading & unloading of motor driven CNG Composite Units at Geographical areas of Kanpur, Unnao, Bareilly and Jhansi site/store, Installation, commissioning with commissioning spares & Field performance shall be made in following order:**

**i) 90% (Ninety Percent)** Payment against above descriptions shall be released on receipt of motor driven CNG Composite Units at CUGL's store/ site against submission of dispatch documents, manufacturer's certificate, invoice, packing list, insurance policy, guarantee/warranty certificate, inspection release note & dispatch clearance issued by the Owner & material receipt certificate issued by Purchaser.

**ii) 5% (Five Percent)** Payment against above descriptions shall be released after successful completion of installation, Testing and Commissioning, of each motor driven CNG Composite Units package at the site and Acceptance thereof by the OWNER.

**iii) Balance 5% (Five Percent)** payment against above descriptions shall be released after successful performance acceptance test at site and acceptance thereof by the owner.

In case Installation, Testing & Commissioning and Performance Acceptance Test could not be executed within 120 days from the date of receipt of motor driven CNG composite dispensing unit package at site/ store due to reasons attributable to Purchaser, the 10% (Ten percent) payment shall be released against submission of BG of equivalent amount valid till the Guarantee / Warranty period. Supply Payment will be released within 30 days from the date of receipt of clear Invoices along with documents.

Payment against Installation, Testing & Commissioning: 100% payment towards Testing & Commissioning shall be payable within 30 days from the date of receipt of Invoice duly certified by the Engineer-In-Charge.

Payment against Performance Acceptance Test: 100% payment towards Performance Acceptance Test shall be payable within 30 days from the date of receipt of Invoice duly certified by the Engineer-In-Charge.

### Payment against operation & Comprehensive Maintenance post warranty:

On pro-rata monthly basis, against monthly invoices shall be payable within 30 days from the date of receipt of Invoice duly certified by the Engineer-In-Charge (refer technical volume)

CUGL reserves the rights to suspend the CAMC with prior notice of 30 days to the Bidder due to reasons such as lock down initiated by the Government due to which compressor package cannot operate / shut down due to business requirement of CUGL and no payment against CAMC shall be made during such period. Further, CUGL will serve prior notice of 7 days prior to resumption of CAMC.

	<b>FORMS &amp; FORMATS</b>	
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**SECTION - V**  
**FORMS & FORMATS**

**FORMS & FORMATS**

**FORM 1**  
**BIDDER'S GENERAL INFORMATION**

**(Information must be provided on bidder's letterhead)**

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

- 1-1 Bidder Name: \_\_\_\_\_
- 1-2 Number of Years in Operation: \_\_\_\_\_
- 1-3 Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN \_\_\_\_\_
- 1-4 Operation Address  
(If different from above): \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ District \_\_\_\_\_  
State \_\_\_\_\_ PIN \_\_\_\_\_
- 1-5 Telephone Number: \_\_\_\_\_  
(Area Code) (Telephone Number)
- 1-6 Mobile Number, if any \_\_\_\_\_
- 1-7 E-mail address: \_\_\_\_\_
- 1-8 Website: \_\_\_\_\_
- 1-9 Fax Number: \_\_\_\_\_  
(Area Code) (Telephone Number)
- 1-10 ISO Certification, if any {If yes, please furnish details} \_\_\_\_\_  
\_\_\_\_\_
- 1-11 Bank's Name : \_\_\_\_\_
- 1-12 Bank's Branch : \_\_\_\_\_
- 1-13 Branch Code : \_\_\_\_\_
- 1-14 Bank account number : \_\_\_\_\_

## FORMS & FORMATS

1-15 IFSC Code: \_\_\_\_\_

1-16 MICR Code: \_\_\_\_\_

1-17 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd.: \_\_\_\_\_

1-18 If others, please specify \_\_\_\_\_

**1-19 Details of Directors/ Proprietors/ Partners** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**(Kindly attach separate sheets giving details for name of directors / proprietors and their stakes) along with the supporting documents.**

1-20 PAN No.: \_\_\_\_\_

1-21 EPF No.: \_\_\_\_\_

1-22 GST Registration no.  
(If registered) \_\_\_\_\_

1-23 If unregistered (Reason)

- a) Turnover threshold
- b) Providing exemption goods/services
- c) Others (specify)

(SIGNATURE OF BIDDER WITH SEAL)

Note:

- 1 The above required information is required on the bidder's letterhead.
- 2 Bidders have to submit supporting documents for the above details including the following:
  - a. PAN card copy
  - b. GST certificate copy (of the same state as the office address mentioned above)
  - c. Cancelled cheque of the bank account mentioned above

## FORMS & FORMATS

### FORM 2

### BID FORM

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir,

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

We confirm that this Bid is valid for a period of "Four [04] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

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

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

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

	<b>FORMS &amp; FORMATS</b>	
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We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

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

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
[Signature of Witness]  
Name of Witness:  
Address:

## FORMS & FORMATS

### FORM - 3

#### LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir,

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

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

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

Place:  
Date:

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



**FORMS & FORMATS**

**FORM-4**  
**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir(s),

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

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

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

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

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

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WITNESS:

(SIGNATURE)  
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**FORMS & FORMATS**

**F-5**  
**LETTER OF AUTHORITY**

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

Ref:

Date:

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

**Dear Sir,**

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of

	<b>FORMS &amp; FORMATS</b>	
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Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

## FORMS & FORMATS

### FORM 6

#### "NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir,

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

Place:  
Date:

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

**FORMS & FORMATS**

**FORM-7**

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

To,

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

**Dear Sir,**

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

## FORMS & FORMATS

### FORM-8 CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

**Dear Sir,**

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMS & FORMATS**

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

To,  
Central UP Gas Limited,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India  
PERFORMANCE GUARANTEE No.

**Dear Sir(s),**

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

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

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

1. We

\_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if  
default shall be made by M/s. \_\_\_\_\_ in  
performing any of the terms and conditions of the tender or in payment of any money  
payable to Central U.P. Gas Limited we shall on first demand pay without demur,  
contest, protest and/ or without any recourse to the contractor to you in such manner  
as you may direct the said amount of Rupees \_\_\_\_\_  
only or such portion thereof not exceeding the said sum as you may require from time  
to time.

2. You will have the full liberty without reference to us and without affecting this  
guarantee, postpone for any time or from time to time the exercise of any of the powers  
and rights conferred on you under the contract with the said



## FORMS & FORMATS

\_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving \_\_\_\_\_ instruction from \_\_\_\_\_ M/s. \_\_\_\_\_ (contractor) on \_\_\_\_\_ whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in anycase within 2 working days of the presentation of the letter of invocation of Bank Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of KANPUR Courts.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid,

## FORMS & FORMATS

without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

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

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

	<b>FORMS &amp; FORMATS</b>	
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**FORM-10**  
**AGREED TERMS & CONDITIONS**

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

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

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Goods and Service Tax & Edu. Cess thereon	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	

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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	Confirm acceptance to all provisions of ITB	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:  
Date:

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

## FORMS & FORMATS

### FORM-11 ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir,

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

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

Postal Address with Pin Code : .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

**FORMS & FORMATS**

**FORM-12**  
**UNDERTAKING ON LETTERHEAD**

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

## FORMS & FORMATS

### FORM-13

#### BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCM Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



	<b>FORMS &amp; FORMATS</b>	
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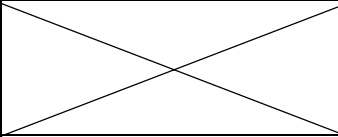
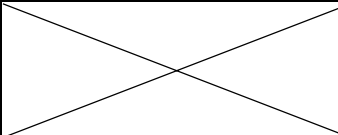
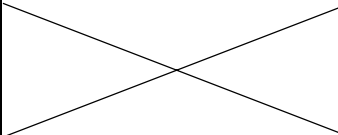
**F-14**  
**CHECK LIST**

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

otherwise complete in all respects.

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

## FORMS & FORMATS

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

	<b>FORMS &amp; FORMATS</b>	
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	are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
--	---	--	--

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMS & FORMATS**

**(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE  
FORM-15**

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

(To be provided on Bank's letter head)

Date:

To,

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

Dear Sir,

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

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

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s .....(name of the bidder) for at least an amount of Rs. \_\_\_\_\_

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly,

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

**FORMS & FORMATS**

**FORM-16**  
**FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER**

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

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

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

**Instructions:**

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. 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.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/ Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus"

## FORMS & FORMATS

### FORM-17 BIDDER'S QUERIES FOR PRE BID MEETING

To,

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

Bid Document No: CUGL/C&PTEN2324/42

SUB : Procurement of 250 SCMH Motor Driven CNG Composite Dispensing Units along with Operations and Comprehensive Maintenance for Kanpur, Bareilly & Jhansi

S L. N O.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	CUGL'S REPLY
	SEC. NO.	Page No.	Claus e No.	Subject		

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

NAME OF BIDDER :

	<b>FORMS &amp; FORMATS</b>	
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Date

**CA CERTIFICATE FORMAT FOR MSE**

**TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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

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

## FORMS & FORMATS

### DOCUMENTS TO BE UPLOADED ON E-TENDER PORTAL

Sr. No.	Document Header Name	Document Description
1.	Bid Signatory PoA / Board Resolution	Power of attorney of the signatory to the bid offer on non-judicial stamp paper / Board resolution of company for authorized signatory.
2.	Form 1 General Info with Supporting Docs	Bidder's General Information as per appended format along with PAN card copy, GST registration certificate and copy of cancelled cheque in support.
3.	Form 2	Bid Form
4.	Form 3	List of Enclosures
5.	Form 4	Proforma Of "Bank Guarantee" For "Earnest Money / Bid Security
6.	Form 5	Letter of Authority
7.	Form 6	Deviation Form as per appended format
8.	Form 7	Declaration Regarding Holiday/Banning And Liquidation, Court Receivership
9.	Form 8	Certificate For Non-Involvement Of Govt. Of India
10.	Form 9	Proforma Of "Bank Guarantee" For "Contract Performance Security / Security Deposit
11.	Form 10	Agreed Terms & Conditions
12.	Form 11	Acknowledgement Cum Consent Letter
13.	Form 12	Undertaking On Letterhead
14.	Form 13	Bidder's Experience
15.	Form 14	Check List
16.	Form 15	Format For Certificate From Bank If Bidder's Working Capital Is Inadequate.
17.	Form 16 Annual Turnover for last 3 year & Financial Data for last Financial Year	Certificate for financial capability of the bidder Format for statutory auditor's / chartered accountant
18.	Form 17	Bidder's Queries For Pre Bid Meeting
19.	Audited Annual Financial Statements	Annual audited reports complete in all respect of last three financial years in support of Form 16
20.	CA Certificate	CA Certificate Format For MSE



	<b>SCHEDULE OF RATES (SOR)</b>	
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**SECTION - VI**  
**SCHEDULE OF RATES (SOR)**

Following is the format of the SOR for reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format on the portal.

**SCHEDULE OF RATES (SOR)  
FOR  
PROCUREMENT OF 250 SCMH MOTOR DRIVEN CNG COMPOSITE DISPENSING UNIT PACKAGE FOR CITY GAS DISTRIBUTION PROJECT AT KANPUR, UNNAO, BAREILLY & JHANSI GA**

TENDER NO. CUGL/C&P/TEN2324/42

Sl No.	Description as per MR	Quantity		Unit 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, etc. (wherever applicable)	Inland transportation upto Delivery location and other costs incidental to delivery	GST (CGST & SGST/UTGST or IGST) on the finished goods excluding inland transportation (i.e. on cl. no. 4)		GST (CGST & SGST/UTGST or IGST) on inland transportation (i.e. on cl. no. 5)		Unit FOT site price incl. inland transportation and GST	Total FOT site price incl. inland transportation and GST	Harmonized System Nomenclature (HSN)
		(Nos.)				(INR)	(INR)	%	(INR)			
(1)	(2)	(3)		(4)	(5)	(6A)	(6B)	(7A)	(7B)	(8)= (4)+(5)+(6B)+ (7B)	(9)= (8) X (3)	(10)
1	Supply	Unit	Qty									
1.1	Design, Engineering, Manufacturing, Inspection, Testing, Supply, Transportation, loading & unloading at Geographical area of Kanpur, Unnao, Bareilly and Jhansi site/store, of <b>Electric Motor driven CNG composite Dispensing Unit consisting of Compression, Storage &amp; Dispensing unit with discharge flow capacity of 250 SCMH package with 03 banks, 6 line priority panel</b> along with all accessories and auxiliaries as per Technical volume of Tender document complete in all respects including special tools and tackles with the list. Suction Pressure Range: 14 - 19 Kg/cm2 (g) Discharge Pressure: 255 kg/cm2 (g) <b>NOTE: 1st year CAMC during Warrantee Period is inclusive.</b>	Nos.	8.00									
Total Amount (Rs.) A												

Sr. No.	Description	Unit	qty	Unit rate including all incidental costs but excluding GST applicable on it	GST (CGST & SGST/UTGST or IGST) on column 5		Unit Price including all Taxes and duties (6+5)	Total price including all taxes & duties (7 x 4)
1	2	3	4	5	6		7	8
2	Service (Installation, testing & commissioning)			Amount in Rs.	%	Amount in Rs.	Amount in Rs.	Amount in Rs.
2.1	Installation, commissioning with commissioning spares & field performance test of Motor driven CNG Composite dispensing Unit of capacity 250 SCMH	Nos.	8		To be quoted on CUGL's e-tender portal			
Total Amount (Rs.) B								

3	Services for Operation & Maintenance			Unit rate including all incidental costs but excluding GST applicable on it	ST (CGST & SGST/UTGST or IGST) Applicable on Column 8		Unit Price including all Taxes and duties (5+6)	Total price including all taxes & duties (7 x 4)
3.1	Items for operations				%	Amount		
			4	5	6		7	8
3.1.1	Operation charges during warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days= 5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
3.1.2	Operation charges for 01st year post warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days= 5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
3.1.3	Operation charges for 02nd year post warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days= 5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
3.1.4	Operation charges for 03rd year post warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days= 5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
3.1.5	Operation charges for 04th year post warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days=5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
3.1.6	Operation charges for 05th year post warranty period per shift of 12 hrs ( 08 packages x 02 shifts x 365 Days=5840 shifts)	No. Of shifts	5840		To be quoted on CUGL's e-tender portal			
Total Amount Rs (C)								

Sr.No.	Item Description	UoM	Qty.	Min. fix charges in terms of percentage of unit Ex Works price of item no. 1.1 quoted by bidder	Amount corresponding to min. fixed charges in terms of percentage of unit Ex-works price of item no.: 1.1 quoted by the bidder	Additional amount if any, to be quoted by the bidder in INR	Unit Rate (based on fixed percentage & additional amount quoted by the bidder) including all incidental costs but excluding GST on it	GST ( CGST & SGST/UTGST or IGST) Applicable on Column 8		Unit Price including all Taxes and duties (8+9)	Total price including all taxes & duties (10 x 4)
								%	Amount in Rs.		
1	2	3	4	5	6	7	8=(6+7)	9		10	11
3.2	<b>Comprehensive Annual Maintenance Contract (CAMC) charges per Motor Driven CNG Composite Dispensing Unit of capacity 250 SCMH Compressor Package</b> inclusive of manpower, spares, consumables etc. CAMC will consist of two parts: a) Preventive maintenance at regular interval by OEM /authorized contractor as per recommendation of OEM b) Break down maintenance as and when required within CAMC by OEM. (After warrantee period)										
3.2.1	For 1st Year After Warrantee Period packages x 12 Months= 96 )	(08	Machine Months	96	0.50%	To be quoted on CUGL's e-tender portal					
3.2.2	For 2nd Year After Warrantee Period packages x 12 Months= 96 )	(08	Machine Months	96	0.50%	To be quoted on CUGL's e-tender portal					
3.2.3	For 3rd year After Warrantee Period packages x 12 Months= 96 )	(08	Machine Months	96	0.50%	To be quoted on CUGL's e-tender portal					
3.2.4	For 4th year After Warrantee Period packages x 12 Months= 96 )	(08	Machine Months	96	0.50%	To be quoted on CUGL's e-tender portal					
3.2.5	For 5th year After Warrantee Period packages x 12 Months= 96 )	(08	Machine Months	96	0.50%	To be quoted on CUGL's e-tender portal					
<b>Total Amount (Rs.) D</b>								-			
<b>GRAND TOTAL (A+B+C+D) Rs.</b>								-			

- Notes :-
- Bidder to quote prices for quoted items in each column (i.e. Unit & Total price) and ensure that total prices quoted is for complete scope and terms and conditions of Tender document.
  - Quoted prices shall be inclusive of all other testing & inspection charges as required in Job Specification.
  - Prices quoted at column 9 are all inclusive of applicable taxes, duties, freight, transit insurance, unloading, Third Party Inspection Charges and other incidental charges. Purchaser shall not be liable for any extra payment against the scope defined in this tender.
  - Bidder to note that once quoted, no price change shall be allowed.
  - Bidder shall quote prices in the given format of Schedule of Rates and shall not modify the format in any form.
  - FOT stands for Free on Terminal delivery inclusive of packing, forwarding, handling, loading/unloading, freight and insurance up to Owner's site inclusive of all applicable taxes & duties.
  - In case of discrepancy between unit price and total, the unit price shall prevail.
  - Bidder to clearly indicate 'Quoted' / 'Not Quoted' against each Sr. No. in the price column in the un-priced Schedule of Rates and submit the same in Un-priced part of the bid. Bidders to submit Price part of above Schedule of Rates in their Priced Bid.
  - Bidder to quote full quantities of quoted items, . Item quoted with part quantities shall be liable for rejection.

Signature of

Authorized Signatory

DATE :  
PLACE:

NAME :  
DESIGNATION :

SEAL