



CENTRAL UP GAS LIMITED
(CITY GAS PROJECT IN KANPUR & BAREILLY)

**BID DOCUMENT FOR THE HIRING OF
SERVICE PROVIDER FOR
IMPLEMENTATION OF
E -PROCUREMENT SERVICES FOR CUGL
FOR TWO YEARS**

BID DOCUMENT NO: CUGL/C&P/TEN2324/31

E-TENDER NO. : 55089

OPEN DOMESTIC COMPETITIVE BIDDING

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IFB
(INVITATION FOR BID)

SECTION-I

सेन्ट्रल यू.पी. गैस लिमिटेड
(गैल (इंडिया) लिमिटेड एवं भारत पेट्रोलियम का संयुक्त उद्यम)



Central U.P. Gas Limited
(A Joint Venture of GAIL (India) Limited and BPCL)

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2324/31

Date: 25.05.2023

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	Hiring of service provider for implementation of e - procurement services for CUGL for two years
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. 12,761/-
7.	Pre-Bid Meeting	<u>NA</u>
8.	Bid Due Date with Time	<u>02.06.2023 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)
25/05/23
(Sunil Kumar)
Sr. Manager (C&P)

रजिस्टर्ड ऑफिस : सातवाँ तल, यूपीएसआईडीसी कॉम्प्लेक्स, ए-1/4, लखनपुर, कानपुर - 208 024, उ.प्र. • दूरभाष : 0512-2585001, 2583462 • फैक्स : 2582453 • वेबसाइट : www.cugl.co.in

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhnupur, Kanpur-208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in
CIN No. : U40200UP2005PLC029538

An ISO 9001:2008, ISO 14001:2004, OHSAS 18001:2007 Certified Organisation

ITB
(INSTRUCTION TO
BIDDER)
SECTION-II

GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 79 6120 0580 | 0567 & Mobile: +91 9099090830| 6353217080) for obtaining the digital signature certificate.
4. Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.com>. In case any corrigendum/ amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (a) Vendors are advised to log on to the website (<https://cugl.abcprocure.com>) and arrange to register themselves at the earliest, if not done earlier.
 - (b) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (c) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system **well before the closing date and time** of bid. If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. **In case vendor is not able to complete the submission of the changed/revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention.** The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
 - (d) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (e) Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be

submitted after the due date and time of submission has elapsed.

- (f) No manual bids/offers along with electronic bids/offers shall be permitted.
7. No responsibility will be taken by CUGL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date/time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as CUGL officials.
8. CUGL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies/ personnel:

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9081003339/7968136832

E-mail id: allocation@eptl.in

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr. Sunil Kumar

E-mail: snkumar@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Ms. Sushmita

E-mail: sushmita@cugl.co.in

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

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

2.0 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrup & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39"
- 2.2 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

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

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

- 2.3 The Bidder should not be under any liquidation court receivership or similar

proceedings on due date of submission of bid.

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

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

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.

2.5 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

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

for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

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

7.0 CONTENT OF BIDDING DOCUMENT

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0
- Section –I : Invitation for bids (IFB)
 - Section –II : Instruction to Bidders (ITB)
 - Section-III : General conditions of Contract (GCC)
 - Section IV : BEC (Bid Evaluation Criteria)
 - Section-V: Forms & Format
 - Section –VI: Scope of Work (SOW)
 - Section –VII: HSE Specification
 - Section-VII: Price schedule/Schedule of Rates (SOR)

7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The Bidding Document together with all its attachment thereto, shall be considered to be read Understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidders risk and may result in the rejection of the Bid.

8.0 CLARIFICATION ON BID DOCUMENTS

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

8.2 In case pre-bid conference is envisaged, all quotations/queries should be referred to OWNER at least 3 days before scheduled date of pre bid conference. The questions/queries received by OWNER prior to pre-bid conference will be replied in the pre-bid conference.

9.0 AMENDMENT OF BID DOCUMENTS

9.1 At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.

9.3 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

10.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

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

10.0 DOCUMENTS COMPRISING THE BID

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

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

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

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'

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

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

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

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

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

11.1.3 Part-II: PRICE BID

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

Note

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Price Schedule/Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bid, such discount/rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation. In case, any of the bidders offers discount/rebate / downward revised prices, the same shall not be considered for evaluation and their bid will be evaluated as per the original price bid. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

11.1.4 NA

12 BID PRICES

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

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the

same shall be dealt as per clause no. 32 of ITB.

- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place in Price Schedule.

13 TAXES & DUTIES

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

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

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

13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.

13.9 CUGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

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

13.10 In case the GST rating of vendor on the GST portal / Govt. Official website is negative / black listed, then the bids may be rejected by CUGL. Further, in case rating

of bidder is negative / black listed, after award of work for supply of goods / services, then CUGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.

13.11 **Anti-profiteering clause**

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

13.12 Contractor is required to take U.P. GST registration in accordance to the tender terms & conditions.

14.0 **BID CURRENCY**

Bidders must submit bid in Indian Rupees only.

15.0 **BID VALIDITY**

15.1 The bid shall remain valid for acceptance for 4 (four) months from the bid due date. Owner/Employer shall reject a bid valid for a shorter period for being non-responsive.

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

16.0 **EARNEST MONEY**

16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of Central UP Gas Limited, payable at Kanpur] or '**Banker's Cheque**' or '**Bank Guarantee**' 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.

Bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for

exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

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

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

16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.

16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.

16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.

16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.

16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.

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

17.0 PRE-BID

MEETING

17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

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

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

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security (exempted for SME enterprises as clause no. 16.1)
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (m) Force Majeure& Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0 NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

22.1 WEB PORTAL FOR Bid Submission online <https://cugl.abcprocure.com> For More information please visit our Website and find the attached General Instruction for online bid submission.

Bid must be submitted through e-tender mode in the manner specified in Tender Document.
No Manual/ Hard Copy (Original) Bid shall be acceptable.

22.0 DEADLINE FOR SUBMISSION OF BID

23.1 The Bid must be submitted at the address as specified in clause 22.6 above not later than the time and date as specified in Section-I, IFB.

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

23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately

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

24.0 LATE BIDS

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

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

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

25.0 MODIFICATION AND WITHDRAWL OF BIDS

25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.

25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by fax /post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.

25.4 No bid shall be allowed to be withdrawn/modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form, Withdrawal/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.

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

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

The Owner/Employer reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidder or any obligations to inform the affected bidder or bidders of the ground for Owner/Employer action.

D. BID OPENING AND EVALUATION

27.0 BID OPENING

27.1 Unpriced Bid Opening :

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

27.2 Priced Bid Opening:

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

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

28.0 PROCESS TO BE CONFIDENTIAL

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

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

29.0 CONTACTING THE OWNER/EMPLOYER

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

30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';

- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"

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

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

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

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

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

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

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

31.0 PRICE BID OPENING

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

32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

32.1 Bids determined to be substantially responsive will be checked by the Employer for

any arithmetic errors. Errors will be corrected by the Employer as follows:

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

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

33.0 CONVERSION TO SINGLE CURRENCY

All bids to submitted in INR.

34.0 EVALUATION AND COMPARISON OF BIDS

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

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

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

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

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

Criteria No. 2- The bidders who have got the higher working capital (without taking into

consideration of letter of credit submitted from bank) in the last Financial Year.

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

34.0 POST QUALIFICATION

- 35.1 In the absence of prequalification, the Owner/Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 35.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the Owner/Employer deems necessary and appropriate.

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

F - AWARD OF CONTRACT

36.0 AWARD

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

37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

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

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

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

38.0 SIGNING OF AGREEMENT

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

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

39.0 PERFORMANCE GUARANTEE

39.1 Pursuant to clause no. 29 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.

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

40.0 EXTENSION OF CONTRACT

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

41.0 CORRUPT AND FRAUDULENT PRACTICES

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

a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and

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

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

42.0 INCOME TAX & CORPORATE TAX

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

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

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

44.0 EVALUATION OF PERFORMANCE

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

GCC
(GENERAL
CONDITIONS OF
CONTRACT)

SECTION -IV

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS:

In this CONTRACT (as hereinafter defined) the following words and expressions shall have the meaning here by assigned to them except where the context otherwise required.

- 1) The OWNER/COMPANY/CUGL mean CENTRAL UP GAS LIMITED, an undertaking registered under The Indian Co. Act, 1956 having its Registered & Corporate office at 7TH Floor UPSIDC complex, A-1/4 lakhanpur Kanpur-208024 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "PROJECT LEADER / CONTRACT COORDINATOR / PROJECT COORDINATOR" shall mean the person/ persons designated from time to time by the CUGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall means and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUB-CONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the PROJECT LEADER, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 9) The "ALTERATION ORDER" means an order given in writing by the PROJECT LEADER to effect additions to or deletions from and alteration in the works.
- 10) The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the PROJECT LEADER when the works have been completed in accordance of CONTRACT DOCUMENT to his satisfaction.
- 11) The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the PROJECT LEADER/OWNER after the period of liability is over.
- 12) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.

13) "SITE" shall mean the lands and other places on, under in or through which the works are to be carried out and any other lands or places provided by the owner.

14) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

15) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

16) "FAX/LETTER OF INTENT" shall mean intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

17) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

18) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.

19) "WEEK" means a period of any consecutive seven days.

20) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.

2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.

3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of CUGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.

4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, service tax as imposed by State / Central Govt. if applicable, shall be payable by CUGL at actual subject to submission of service tax regn. No.

5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regular and full payment of wages and salaries not less than the minimum wages, as applicable to the

persons engaged by him as required by him under the law.

6. No part of the contract or any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.

7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.

8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by CUGL.

9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of CUGL.

10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.

11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.

12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.

13. CUGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days

14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify CENTRAL UP Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.

15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.

16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.

17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of

the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.

18. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-

The right to accept the tender will rest with the OWNER. The OWNER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between more than one CONTRACTORS or accept in part (not entirely) if considered expedient. Quoted rates should hold good for such eventualities.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

19. TENDERER'S RESPONSIBILITY:-

The intending tenderers shall be deemed to have visited the SITE and familiarised themselves thoroughly with the site conditions before submitting the tender. Non- familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS.

20. SIGNING OF THE CONTRACT:-

The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 21 days of the receipt by him of the LETTER OF INTENT OR WORK ORDER whichever is earlier.

21. NOTE TO SCHEDULE OF RATES:-

The Schedule of Rates should be read in conjunction with all the other sections of the tender. The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of WORK to be done within TIME SCHEDULE and to have acquainted himself of the conditions prevailing at site.

Rates must be filled in the schedule of Rates of original Tender Documents. If quoted in separate typed sheets, no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of Rates shall be brought out in the terms and conditions of offer.

The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items or lower and higher magnitude.

22. POLICY FOR TENDERS UNDER CONSIDERATION:-

Only those Tenders which are complete in all respects and are strictly in accordance with the Terms and conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/rejection of Tender is made by CUGL to the Tenderer.

CUGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means CUGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

23. CONTRACTOR TO INDEMNIFY THE CUGL: -

The contractor shall indemnify the CUGL against all actions, proceedings claims, demands, costs and expenses which may be made against the CUGL or government for or in respect of or arising out of any failure by the contractor in the performance of his obligation under the contract document. CUGL shall not be liable for or in respect of any demands or compensation payable under any law in respect of any consequence of any accident or injury to any workmen or other person in the contractor shall indemnify and keep indemnified CUGL against all such damages and compensation & against all claims, demands proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

24. Following documents form the part of this contract.

- a. Instructions to bidders,
- b. Bid qualification criteria,
- c. General conditions of contract.
- d. Special conditions of contract and
- e. Schedule of work / rates.

In case of doubt or dispute as to the interpretation of any clause contained, the decision of the company shall be final and binding on the contractor.

25. FORCE MAJURE: -

If at any time during the currency of the contract the performance in whole or part by either party, or any obligation under this contract shall be prevented or delayed by reason of any hostility, act of public enemy, civil commotion, sabotage, fire floods, explosions, epidemics, quarantine, strikes, lookouts or acts of God (hereinafter referred to as events) then provided notice of the happening of any such events is given by either party to the other forthwith by not exceeding four hours from time of occurrence thereof, neither party shall by reason of any such event be entitled to have claim for charges / compensation / damages against the other in respect of such non-performance and / or delay in performance during such period.

26. LABOUR LAWS :

- a) No labour below the age of 18(eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the OWNER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACTOR. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the PROJECT LEADER.

- g) The CONTRACTOR shall furnish to the PROJECT LEADER the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the PROJECT LEADER a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1948, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The PROJECT LEADER shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB- CONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the PROJECT LEADER and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The PROJECT LEADER shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the PROJECT LEADER in this respect shall be final and binding.

27. ARBITRATION:

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by General Manager, CUGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the CUGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the CUGL he had expressed vices on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, General Manager shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred

to Arbitrator at all.

28. EARNEST MONEY DEPOSIT

The tenderer must pay Earnest Money as given in the letter/notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts, or Bank Guarantee of State Bank of India or any Nationalised Bank in favour of CENTRAL U.P. GAS LIMITED.

NOTE: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the OWNER (as at Appendix – EMD). No interest shall be paid by the OWNER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of “three months / 90 days from bid due date”. (BG from cooperative banks shall not be accepted). The EMD shall be forfeited in the event of the bidder withdrawing his offer.

The Earnest Money deposited by successful tenderer will be retained towards the security deposit for the fulfilment of the CONTRACT, but shall be forfeited if the tenderer fails to deposit the requisite Security deposit as per clause 22 of General Terms of contract hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT (As per Appendix- proforma of Agreement) within 10 days of the receipt by him of the Notification of Acceptance of Tender.

The Earnest Money of the unsuccessful tenderers will be refunded by CUGL directly to the tenderers within a reasonable period of time. Correspondence in this regard may be addressed to CUGL directly by the TENDERERS.

29. **Security Deposit:** Vendor shall submit PBG of 10% of annualized order value of contract (basic value) with the validity of 90 days beyond the contract validity. The PBG must be submitted within 21 days from award. If the Contract is extended the same shall be extended accordingly. The SD will not bear any interest. Any amount due to CUGL, as per contractual terms & conditions shall be deducted from SD. In case SD is not sufficient to recover the outstanding amount, then CUGL reserves the right to recover the same from any other means available to CUGL.

In case of failure to submit the SD within the stipulated time, the LOI (Letter of Intent)/ Work Order issued may be withdrawn & EMD submitted against the tender may be forfeited.

30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:

Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the OWNER shall be entitled to recover such sum by appropriating in part or whole the security Deposit of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the OWNER on demand any balance remaining due.

31. The contractor shall execute an agreement with CUGL within 15 days from the award of contract. However agreement shall be executed only after submission of valid Security Deposit against the contract.

32. Insurance:

CONTRACTOR as far as possible shall cover insurance with Indian Insurance companies, including marine Insurance during ocean transportation.

i) EMPLOYEES STATE INSURANCE ACT (ESI):

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR

or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or SUB- CONTRACTOR'S employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals.

The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

- ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
Insurance shall be effected for all the CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR'S Insurance.
- iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:**
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.
- iv) **ACCIDENT OR INJURY TO WORKMEN:**
The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

33. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY :

- i) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if

such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives etc.

II) The CONTRACTOR shall take sufficient care that employees /representatives/ agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR.

III) The CONTRACTOR shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, subcontractors, his agents, representative of subcontractors.

CONTRACTOR shall exclusively be liable for group insurance as per the provision of workman compensation act for the persons engaged/employed by him. Company shall not be liable for or in respect of any damages or compensation to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.

34. In case the contractor fails to provide the required services under the contract to the satisfaction of CUGL, CUGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of CUGL in this connection shall be final and binding on the contractor.
35. The renderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
36. The work executed shall be to the satisfaction of CUGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
37. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
38. The renderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
39. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.
40. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to CUGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of CUGL.

41. The contractor shall regularly submit all relevant records / documents in this regard to CUGL representative for verification and upon such satisfaction only, CUGL will allow payment to the Contractor.
42. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
43. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
44. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
- 45. CUGL RESERVES THE RIGHT TO:**
- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
 - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
 - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
- 46. AWARD OF CONTRACT:**
The Acceptance of Tender will be intimated to the successful Tenderer by CUGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR WORK ORDER. CUGL will be the sole judge in the matter of award of CONTRACT and the decision of CUGL shall be final and binding.
47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this

contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.

51. CUGL reserve right to short close/ Terminate the contract any time based on non- performance/ poor performance during contractual period by giving 15 days notice.
52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
53. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
54. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
55. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
56. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligation.
57. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) makes such payments as it may consider necessary for smooth working.
58. Contractor shall deploy the resources as per requirements.
59. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
60. No payments shall be payable other than schedules payment to the contractor.
61. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
62. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
63. The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
64. CUGL reserves the right to terminate the contract with seven days notice without assigning any reason.
65. **Jurisdiction:**
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at KANPUR for the purposes of disputes, actions and proceedings arising out the CONTRACT, the courts at KANPUR only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

Bidder to confirm the unconditional acceptance to the following clauses of the tender

- i) Security Deposit./Performance bank guarantee
- ii) Schedule of Rates.
- iii) Termination.
- iv) Scope of Work.
- v) Arbitration.
- vi) Period of Validity Offer.

66. In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, total contract price shall be reduced @ 0.5% per week of delay or part thereof subject to a maximum of 5% of the total contract price.

The decision of the Officer/Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor.

In case of delay on the part of the Vendor the invoice shall be submitted after applicable price reduction

67 EVALUATION OF PERFORMANCE

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

BEC
(BID EVALUATION
CRITERIA)
SECTION-V

BIDDER'S EVALUATION CRITERIA (BEC)

Technical Criteria

1. The Bidder should be a company registered in India as per company Act 1956/2013 and having business in India for last 3 years from the bid due date. (Certificate of incorporation to be submitted).
2. The source code of the e-procurement software should be owned by the bidder and should be the hosted solution. (Bidder's declaration on their letter head to be submitted.)
3. The Bidder should be a CMMI (Capability Maturity Model Integration) Level 3 or above certified company. (Certificate to be attached).
4. The bidder should have a valid STQC (standardization Testing and quality Certification). Certificate for E-procurement platform. (Valid Certificate to be attached)
5. The Bidder should have capability to interface their e-procurement system with SAP-B1 or higher, to transfer the Request for Quotation (RFQ) details from SAP to e-procurement portal using industry standard secure environment. (Bidder's declaration on their letter head to be submitted.)
6. Centralized support and helpdesk services should be available. Onsite support to be provided to buyer users. (Bidder's declaration on their letter head to be submitted.)
7. The Bidder should have been successfully used to process atleast 38 E-tenders event in a single year under a single contract/order for any PSU/PSE companies/state/central government/ Banks (Govt./PSU) in India in last seven years reckoned from the bid due date.
(Purchase/contract copy along with certificate from the end user stating that the bidder has successfully completed the activity/processed the event).
8. The bidder should have successfully executed/completed a minimum of 5 events/tender per year per client under a single contract/order for any PSU/PSE companies/state/central government/ Banks in India in last seven years reckoned from the bid due date. (Purchase/contract copy along with certificate from the end user stating that the bidder has successfully conducted at least 5 event/tender).

NOTE:

The bidder shall furnish documentary evidence by way of copies of work order, execution/completion certificate duly attested in proof of their meeting the criteria, along with the bid to establish his experience and track record meeting qualification criteria. Bidder should ensure submission of complete information /documentation. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. Non submission of any of the documents shall lead to rejection of bid.

For running contract, if the actual executed Value/Quantity (for partially executed contract) is equal to or more than the value/quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed Value/Quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order /agreement and execution certificate from client should be duly self certified/ attested by notary public with legible stamp.

In absence of requisite documents, CUGL reserves the right to reject the bid without making any reference to the bidder. Owner reserves the right to get direct feedback from user on satisfactory operation.

FINANCIAL CRITERIA

Annual Turnover

The minimum annual turnover achieved by the Bidder as per their audited financial results during any one of the preceding three (03) financial years should be as below:

Minimum annual Turn Over: Rs. 3.19 Lacs.

Net worth

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

Working capital

The minimum working capital of the Bidder as per the last audited financial statement should be as below:

Minimum working capital: Rs. 0.64 Lacs

If the bidder's working capital is inadequate, the bidder shall supplement the shortfall with letter issued by his Banker, having a net worth not less than INR 100 Crores confirming the availability of line of credit to meet the specified working capital requirement.

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.

DOCUMENTS REQUIRED TO REVIEW QUALIFICATION CRITERIA

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.

- Reference list of previous work Order/Contracts.
- Work order & Work Completion Certificate / Performance report from Client
- Copies of Work Order detailing scope of work along with Completion certificate issued by client.
- 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

The Price evaluation shall be done on package basis.

FORMS & FORMATS

SECTION-VI

F-1

BIDDER'S GENERAL INFORMATION

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGL for two years

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

11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details }
13	Bid Currency	
14	Banker's Name	
15	Branch & IFSC Code	
16	Bank account number	
17	PAN No.	[Enclose copy of PAN Card]
18	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
19	ESI code No.	[Enclose copy of relevant document]
20	GST No.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGL for two years

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.

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGLfor two years

Dear Sir,

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

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

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

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

FORMAT F-4
PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID
SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGL for two years

Dear Sir(s),

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

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this

_____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____

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

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

E-5
LETTER OF AUTHORITY

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

Ref:

Date:

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement services for CUGLfor two years

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

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

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

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

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

F-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&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGLfor two years

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

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

Dear Sir,

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

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

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

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

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

F-8
CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF
INDIA

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGLfor two years

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

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

Dear Sir(s),

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

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

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

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

effect of releasing the bank from its obligation under this debt.

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

_____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

documentary evidence.

F-10
AGREED TERMS & CONDITIONS

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGLfor two years

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable 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 4 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement services for CUGLfor two years

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -procurement
services for CUGLfor two years

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -
procurement services for CUGL for two years

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

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

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

Place:
Date:

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

(TO BE INCLUDED ONLY WHERE FINANCIAL CRITERIA OF BEC IS APPLICABLE)

F-15

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

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

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

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

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

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

Yours truly,
for (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

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”

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

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

Bid Document No: CUGL/C&P/TEN2324/31

SUB : Hiring of service provider for implementation of e -
procurement services for CUGL for two years

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

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

SIGNATURE OF BIDDER:

4. NAME OF BIDDER : _____

AGREEMENT

Contract agreement for the work/hiring services of.....2023 (Two Thousand Twenty Three) between M/s in the town ofhereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the “Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- a) The OWNER being desirous of having provided and executed certain mentioned, enumerated or referred to in the Bidding Document including Invitation for Bids, General Conditions of contract, Special conditions of Contract, Specifications, Drawing, Plans, time schedule of completion of jobs, Schedule of rates, agreed variations, other documents has called for Tender.
- b) The CONTRACTOR has inspected the SITE and surrounding s of WORK specified in the Bidding Documents and has satisfied himself by careful examination before submitting his bid as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of SITE and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of WORK, the means of access to SITE, the supply of power and water there to and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bidding Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays hindrances or interferences to or with the execution and completion of WORK to be carried under contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of WORK and which might have influenced him in making his bid.
- c) The bidding Documents including the Invitation for Bids, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specification, drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are here to annexed form part of this CONTRACT thought separately set out herein and are included in the expression ‘CONTRACT’ wherever herein used.

AND WHEREAS

The OWNER accepted the Bid of CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities if work and finally approved by OWNER (hereinafter called the “Schedule of Rates) upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSED & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1. In consideration of the payment to be made to CONTRACTOR for the WORK/HIRING SERVICES to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said WORK and shall do and perform all other acts and things in the CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of the said WORK and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
- 2. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time and in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and other as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the payments to be made at such time and in such manner as is provided in CONTRACT.

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc. brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK/HIRING SERVICES only as a licensee simplicities and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the OWNER shall be entitled to terminate such license at any time without assigning any reasons.

The materials including sand, gravel, stone, loose, earth, rook etc. dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACTOR, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the Instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
and on behalf of
OWNER

Signed and Delivered for
and on behalf of
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

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.

SCOPE OF WORK (SOW)

SECTION-VII

SCOPE OF WORK FOR E-PROCUREMENT SERVICES

1. The bidder should have developed and implemented e-procurement solution which enables vendor registration, e-tendering (both goods and services), reverse auction and forward auction.
2. The source code of the e-procurement software should be owned by bidder. The bidder should also have the capability to update / modify the same as per CUGL requirement.
3. SAP related requirements: The successful bidder is required to carry out the forward integration with SAP within 3 months from the date of placement of contract (if required by CUGL).
 - Forward Integration includes development of interface between e-procurement system and the CUGL's SAP B-1 or higher system to transfer the tender details (Collective RFQ / RFQ details) to e-procurement portal.
 - The Interface should be developed through CUGL's SAP B-1 system as the middleware.
 - Additionally, based on the availability of the CUGL team, the system should be capable of the Backward Integration, which shall includes development of interface to transfer the tender data including bid data (Collective RFQ / Quotation data) for all vendors from e-procurement system to CUGL's SAP B-1 system to maintain quotation and transfer the tender details (Collective RFQ / RFQ details) to e-procurement portal.
4. The bidder should have obtained a certificate from Standardisation Testing and Quality Certification (STQC) Directorate certifying their e-procurement solution.
 - The e-procurement solution should be a hosted solution, tested and audited by STQC.
 - It should be compliant with all the applicable requirements relating to functionality, security and transparency of the "Guidelines for compliance to quality requirements of e-procurement systems" dated 31/08/2011 (Copy enclosed) of department of information technology which includes.
 - a. CVC guidelines for e-procurement application software
 - b. GFR-2005
 - c. IT Act 2000 / and its amendment 2008

Valid STQC Certificate (as on bid due date) is required to be submitted by the bidder.

5. Study CUGL's current procedures ["as is" process] of purchase and understand CUGL's current e-procurement solutions, conduct a GAP analysis between the offered system and the existing solution, list down the same as Customer Requests (CRs) and address the same to the satisfaction of CUGL within 15 days. In case the same is not implemented within 15 days, CUGL reserves the right to carry out the e-tendering in the existing / alternate system and the charges for the same shall be recovered from the successful bidder.
6. Future improvements / customization / Change Request (CRs) as per CUGL requirement should be done by successful bidder at no extra cost to CUGL.
7. Maintain and customize the e-procurement / e-tendering software which shall be available 24 x 7 online for procurement of Goods and Services through interactive forms for the following
 - Tender document preparation
 - Hosting of Tender documents preparation of Expression of Interest & in single / two bid (priced & un-priced) using browser interface.
 - Vendor Enrollment / Registration
 - Pre-bid Meetings (online/offline option)
 - Pre-bid clarifications (online/offline option)
 - Bid submission
 - Technical / Price bid opening
 - Technical Evaluation
 - Technical Queries management
 - Techno-commercial Evaluation
 - Price Evaluation
 - Comparative Statements
 - Tender Evaluation Committee Note
 - Letter of Intent
 - Configurable Price bid templates with taxes and duties including set offs, delivery costs to arrive at Net landed Cost
 - Dynamic Form Creations to get the comparative statements (Technical and Price)
 - Generation of Tender Document for Buyer and Bidder.
 - Generation of Bid Document for Buyer
8. Successful vendor shall also develop the portal for conducting e-auctions for CUGL including the reverse and forward auctions for both Goods and Services. The scope of work, roles and responsibilities with regard to the e-auctions are enumerated.
9. Audit trail: The system should provide for adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/ data changes, updates etc.

10. Successful bidder should provide a dedicated help desk for CUGL in e-procurement / e-tendering which should support the locations across India and vendors along with dedicated communication facilities. This help desk shall preferably be based at Delhi in the bidder premises. The helpdesk should be available on all working days of CUGL and should provide the help to the user using telephone or as per the available conditions to assist the user.
11. The scope of work includes training to be imparted to ensure successful implementation of E-procurement solution at CUGL. The training is to be imparted to CUGL officers directly connected with tendering process and also to the CUGL Vendors. Training includes "Hand Holding" during the actual processing of all Tenders at HO at Kanpur and also necessary support to the Vendor during actual tender event. CUGL would provide necessary training infrastructure at CUGL offices at Kanpur.
12. All the data with respect to Tenders including audit trails which have been Logically Completed shall be transferred to CUGL in DVDs/ external HDDs for the purpose of CUGL / Audit requirements at periodical intervals of 3 months or as and when directed by CUGL.

At the end of contract period the consolidated data to be provided covering all Tender events in DVDs/ external HDDs and to be loaded in the CUGL server. The application software to view the tenders should also be provided.

At the end of contract period, if for any tender the entire tendering cycle is not completed, the balance cycle shall be completed in the bidder's e-procurement system only. The backup for the same as above to be provided subsequently.

13. Bidder's scope also includes liasoning & coordinating with the vendors on regular basis for the scheduled activities e.g. registration, application for digital certificate, bid submission etc and submission of status report to CUGL at regular intervals.
14. The security audit of the e tendering platform of CUGL (including hardware and software) has to be conducted on a yearly basis by successful bidder through STOC, Govt. of India, Dept. of Information Technology. Successful bidder has to submit the security audit report of the system within 3 months of the placement of the order. The audit report should also cover the following

It should be compliant with all the applicable requirements relating to functionality, security and transparency of the "Guidelines for compliance to quality requirements of e-procurement systems" dated 31/08/2011 of department of information technology which includes

- a. CVC guidelines for e-procurement application software
- b. GFR-2005
- c. IT Act 2000 / and its amendment 2008

15. Provide CUGL with a handbook of procedures (including the same on the e- tendering portal) for operation of the e-tendering system. Successful bidder should also provide Buyer manual covering entire tender cycle, bidding manual for bidders covering enrollment / registration and bidding process with screen shots.

16. The e-procurement solution shall have be scalable and be capable of following high bandwidth transaction

- 1800 items in a one tender with about 100 bidders participating OR
 - 100 items with 400 bidders participating
- i) Have facility for bidders to download the tender and submit Prequalification Bids, un- priced bid (Technical), Priced Bid separately in secure mode using digital certificate, at any time before the specified closing date/time and ensure closing the submission at the specified date/time with no access for submission of bids thereafter. For limited tenders, only authorized bidders should be allowed to view / access, submit the Bids. For the Public /open tenders any vendor may be able to view / access and download the documents with online temporary registration with their contact details. However for submission of bids the procedure would be same as that for limited Tender.
 - ii) Allow bidders to make any number of changes in their quoted priced / un-priced bids, rates & attachments only till the bid closing date & time. No change will be permitted after the bid closing date &time.
 - iii) Allow the Bidders to attach brochures, drawings, certificates along with their Bids which should be authenticated.
 - iv) Shall have provision for incremental save data entry while preparing/submission/downloading/opening of Bids etc.
- (vi) Have facility to create and publish corrigendum / amendment including revision of the due date / time in secure mode before opening of the tenders and option for re-floating / canceling the tender at any stage in secure mode by CUGL users.
- (vi) Support on- line pre-bid meeting, on-line opening and witnessing of Un-priced (technical) & priced bid of the participating bidders after specified date/time only.

- (vii) Have facility to open in secure mode only the un-priced (Technical) bids of the eligible participating bidders (with valid EMD & valid Digital Certificate) and the priced bids of only technically & commercially accepted bidders after specified date & time thereafter.
 - (ix) Shall be capable of handling Technical review of the un-priced bids to be done online by users by logging into the portal in normal mode. Comments / Reason for rejection (technical & commercial) may be viewed by Bidders, if CUGL so authorizes.
 - (x) Capability to integrate with Banks for online transfer of tender fee / EMD. Facility to accept / reject bids based on tender fee and EMD receipts.
17. The opening of the tender on specified date & time will be done by a minimum of 2 officers using their respective Digital Signature Certificates. There should be provision to handle situations of transfers / separations / non availability of the authorized person on a particular date & time for opening of Bids. However, the Bid should not be visible / accessible even to the authorized officers before the due date & time for opening of tenders. However System should allow the authorized users from CUGL to view the status of tender with respect to number of bidders downloaded the document / submitted the tender etc.
18. User (Buyer / Bidder) should be able to login in to e-procurement system only with valid Digital Signature Certificate. Check for the validity of the DSC should also be done at the time of adding role holders (Tender Openers etc).
19. The solution shall also have facility of processing bid evaluation and generate Bid Evaluation sheet in secured format and also in MS-Excel. Provision should be there for making the Bid Evaluation sheet available in system and required work flow component should be available for routing and approvals. The Originator will have only Write Access, other will have read access. However the approvers in the work flow / approval route may put comments which should be secured.
20. The entire solution shall be PKI (Public Key Infrastructure) enabled supporting 128 bit encryption, at data base level and Digital Certification.
21. The security of the hardware, software & entire system shall be to the level desired for sensitive Govt. of India purchases and shall qualify for system audit by STQC (Standardization Testing Quality Certification) Directorate under Ministry of Communication & IT, GOI acceptable to CUGL. This should comply to the CVC circular ref. no 01/01/2012 dated 12/01/2012.
22. The solution shall have inbuilt Audit trail at each stage and for each transaction.

23. The software shall also be capable of handling of failed / rejected bids, for auto e- notice / e- mail informing reasons of rejection at CUGL 's option to the bidders with a copy to buyer.

24. The e-procurement solution shall also:

- (i) Have features like generating MIS on critical milestones, tender tracking, and search option.
- (ii) Be capable of allowing bidders to view, how many tenders they have participated, how many orders secured, etc.
- (iii) Be capable of allowing bidders to view, the successful agencies rate etc for completed tenders if so authorized by CUGL.
- (iv) Any other report (s) required by CUGL.

25. The solution shall have capability to allow vendors to apply online registration along with submission of necessary documentation online. The information of vendors, if approved for registration should flow to registered vendor's database in the system and then it should be available for further transaction on e-procurement system. There should be a provision for providing online incorporating any change in registered vendor database based on authorization by CUGL. The Application should be integrated to mail, capable of sending SMS or tracking the status to be made available to vendors.

26. The solution should also have facility for work flow and on- line help by flash tutorial for all bidders.

27. Bidder to submit complete technical details for the required hardware, software, bandwidth & database in their offer Tender Document.

28. Successful bidder shall train CUGL team & CUGL vendors in remote/onsite, if required.

29. CUGL will provide sitting arrangement to the manpower as per CUGL requirement.

30. NDA: Non-disclosure Agreement (NDA) will be signed by STQC to cover the confidentiality of the information submitted by the applicant.

31. POC (Proof of Concept) Test:

Vendor has to demonstrate their e-procurement system for its entire features including

- Vendor registration / enrollment
- Preparation of Single / limited / Open tender with single / two bid tender system
- Tender EMD
- Capability to integrate with Banks for online transfer of tender EMD

- Pre-bid Meetings
- Pre-bid clarifications
- Bid submission
- Online opening process (Technical Bid / Price Bid)
- Subsequent technical evaluation (technical acceptance / rejections of vendors)
- Techno commercial evaluation (acceptance / rejection of vendors)
- Technical Queries management
- Price bid opening process, price evaluation etc.
- Comparative Statements
- Tender Evaluation Committee Note
- Letter of Intent
- Configurable Price bid templates with taxes and duties including set offs, delivery costs to arrive at Net landed Cost
- Dynamic Form Creations to get the comparative statements (Technical and Price)
- Generation of Tender Document for Buyer and Bidder.
- Generation of Bid Document for Buyer
- MIS Reports
- Integration with SAP if available
- Integration with CPPP if available.

There will be test tenders (already processed through online earlier) given to the each vendor to show case their system capabilities. The vendors will be qualified to next level only if, POC is acceptable to CUGL else their bids will not be considered further.

Annexure I:

A. Scope, Roles and responsibilities for conducting Reverse Auctions in CUGL

1. Preparation of following process compliance in consultation with CUGL, to be issued to all the short listed suppliers:
 - RFP Document
 - Buyer's screen
 - Supplier's screen
2. Floating the process compliance after approval from CUGL to all the short listed suppliers.
3. Structuring of lots & designing an appropriate online price bid event strategy, in consultation with CUGL.
4. Finalization of online price bid event strategy based on discussions with CUGL.
5. Incorporating the online price bid event strategy in the software.
6. Training the qualified suppliers based on online price bid event strategy (approved by CUGL).
7. Collection of Hard copies of the compliance sheet for online price bid event from all the Suppliers.

8. Clarification of suppliers w. r. t. the online price bid event process.
9. Hosting the real time price bid event.
10. Providing helpdesk support to the Suppliers during the price bid event.
11. Collection of Hard copies of price break-ups confirmation from all the participating Suppliers post the price bid event.
12. Post auction reports and written offers (hard copies of price break-ups) from suppliers, to be handed over to CUGL within 48 hours from the time of completion of reverse auction event.
13. The cost involved for contacting these suppliers including training, helpdesk support etc. shall be borne by the service provider.

In addition to above, the scope also includes:

- A. Info sharing & RFP making
- B. Auction strategy and finalization including demo & buyer training.
- C. Supplier contact, process compliance and training
- D. Conducting Auction event
- E. Post auction reports and written offer
- F. Submission of event report to CUGL.

The Scope of Service required from the bidders for conducting Reverse Auction Events as designated by CUGL vide above mentioned tender, are listed below:

A) Info Sharing & RFP making:

Vendors should note that while procuring any item / items through Reverse Auction Process, all the contractual terms (other than price) will be handled through the CUGL tendering process and the price bids will be invited through Reverse Auction software of the successful vendor against this RFQ.

Vendor has to prepare the RFP & jointly identify the business rule requirements that CUGL would like to build in the auction event. This would include selection of business rule options among all the possible available functionality of the auction software that CUGL would like to enable, or disable for this particular event.

The technical bid for the items shall be invited and evaluated by CUGL as per their normal process of tendering.

The costs involved for contacting the buyers, suppliers including training, helpdesk support, travel, if any etc. will be borne by the service provider.

B) Auction strategy and finalization including demo & buyer training: a

A Pre Auction Activities

- i) Jointly identifying business rule requirements that CUGL would like to build in the auction event. This would include selection of business rule options among all the possible available functionality of the auction software that CUGL would like to enable, or disable for this particular event.
- ii) Mapping the selected business rules onto the auction package.

iii) Training the CUGL team as well as the suppliers as to how suppliers would place the bids and how to use the other features of the auction tool. Coaching the suppliers on various strategies to bid.

B Training & Conducting a mock Auction

The objective is to familiarize CUGL with the auction event and incorporating feedback into the business rules before the final auction.

C) Supplier contact, process compliance and training

Vendor has to make contact with the technically qualified suppliers and to familiarize all the suppliers with the auction event. In case of valid and genuine requirement discuss any changes in the strategy with CUGL and incorporating feedback into the business rules before the final auction.

Training the CUGL team as well as the suppliers as to how suppliers would place the bids and how to use the other features of the auction tool. Coaching the suppliers on various strategies to bid.

D) Conducting the Auction event

The Service Provider will have to carry out following Activities:

i) Collection of compliances agreed upon before the auction date and informing CUGL regarding the receipt of compliances from Vendors

ii) Hosting the actual auction on the Internet.

iii) Communication on participation guidelines etc. sent out to the participating vendors.

iv) Call center support to vendors during the event.

v) Closing the auction and assisting CUGL in identifying the winner.

vi) Event Management Supports will also be provided to bidders who cannot place their bids themselves.

vii) Collection of written offers (Final bid submitted by the vendors online during the time of auction) from vendors who have participated in the auction.

viii) Post-bid document should be handed over to CUGL within 4 days of the event. The auction provider should have the facility to provide for Landed Cost Factors for the auctions. Where in the necessary factor to be multiplied with basic price to arrive at net landed price in four regions of all the vendors will be communicated to you in due course before auction event so that landed price can be viewed by CUGL in the reverse auction screen during auction.

E) Post auction reports and written offer:

Generation and submission of all the reports which would be required by CUGL for analyzing the auction, as well as historical data in terms of the bid history, suppliers login data etc.

The report should carry a copy of the compliance submitted by the vendor prior to the bidding. Written offers (Final bid submitted by the vendors online during the time of auction) from vendors, who have participated in the auction, should be collected by the service provider and submit the same to CUGL.

F) Submission and discussion with CUGL:

The report should contain the following:

- i. Event Details.
- ii. Final Approved RFP along with the compliance that the suppliers are required to provide.
- iii. List of suppliers contacted.
- iv. List of suppliers short listed for participation and reasons if any supplier is not participating.
- v. Bid Summary
- vi. Compliances received from the supplier.
- vii. Bid History
- viii. Supplier wise lowest Bid and the no of bids submitted by the supplier
- ix. Written offer from the participated supplier.

B. Scope, Roles and responsibilities for conducting Forward Auctions in CUGL

PRE-AUCTION:

- a) You have to undertake a comprehensive market survey to locate the potential buyers who are interested in buying the items for sale/disposal and also you are required to carry out suitable market making for end user identification/buyer mobilization.
- b) A press advertisement as per the CUGL guidelines to be published (Cost of Press tender shall be borne by CUGL and Press tender shall be arranged by us [CUGL] at our cost and through our agents) and documents for Press advertisement is to be finalized in consultation with CUGL. You are required to handle the responses from disposal party against the press tender. You have to publish the details of advertisement in your website at your cost only and these charges if any shall be considered inclusive in your offer. You have to make requisite copies of tender documents at your own cost for distribution.
- c) Registration of CUGL on your site for conducting auction event.
- d) The auction engine should have the following features in general, but not limited to, and should be user friendly.
 1. Auto extension/proxy bidding facility with online screen scroll display.
 2. The screen for seller should display the last bid for all items at all times.
 3. Online message display provision as may be required. Eg :- Flash News, Pop up window etc.
 4. The bidder screen should display the highest bidder amount without any identification.
 5. All transactions should be with proper safety and security built in systems and no information should be available with regard to identity of parties except administrator of server systems on background.
 6. Provision to download the auction screen and final results during or after the auction event immediately. It is mandatory to submit screen shot of auction event after completion of auction immediately and should be signed by you.
- e) Preparation of the Tender document /Catalogue including all terms and conditions of Forward Auction including auction rules in consultation with CUGL and getting the same approved. The catalogue to be sent shall contain all documents pertaining to Auction rules. Process instructions, Software details, Lot summary, EMD details, confirmation note of bidders that they have understood the terms and conditions and how to bid online. Confirmation of highest bid quoted and request letter for EMD return/Login ID/Pass word should also form part of the catalogue.
- f) The online sourcing strategy/auction rules to be followed including among other things fixing of opening prices, increment amount, determining the lot structure, bidding rules, auto bid extension, proxy

bidding, disclosure of identity of bidders, closing time etc shall be jointly decided with CUGL.

g) Issues relating to forfeiture/retention as per the rules and regulations of CUGL.

h) You have to give the implementation approach for the whole process and get the same validated/approved by CUGL before proceeding further.

i) The best possible auction method to be selected and the written approval for the same to be taken from CUGL.

j) You will co-ordinate with all the vendors to ensure proper co-ordination for pre auction, auction and post auction formalities.

k) You shall utilize your resources to facilitate the bidding process. This will include the training of all the bidders prior to the online event .

l) You have to provide requisite manpower for co-ordinating all activities including all expenses. On the day of auction atleast 1 persons are to be deputed to CUGL office with their mobile phones / laptops for conducting the auction and handle any queries from parties.

m) You have to provide necessary training to all parties who have submitted the EMD and conduct dummy and mock auctions on your site well in advance of actual e-auction event. The list of participants who have submitted the EMDs shall be informed to you before the auction event. You would be required to provide adequate training, login id & password to all the participants.

AUCTION:

a) The service provider will conduct the actual auction event for the rejected/crushed valves, crushed cylinders, Regulators, Miscellaneous scrap items, Project surplus and non usable materials etc on your web site platform as per the stipulated timings and as per advice of CUGL.

b) The service provider will track the Auction activity completely and will remain in contact with the bidders till the end of auction.

POST AUCTION:

a) Detailed Final reports on auction in the report formats as required by CUGL to be submitted in triplicate with chronological events within 48 hours of conclusion of the event. The reports should include following.

1. FINAL LIST OF PARTICIPANTS [APPENDIX - I]

2. BID SUMMARY SHEETS [APPENDIX - II]

3. BID HISTORY SHEETS [APPENDIX - III]

b) Post auction correspondence/communications with the bidders for collection of payments etc if any required.

c) You have to obtain written confirmations after the auction event for the highest bids quoted at least for H1 & H2 bidders within 24 hours of auction event.

APPENDIX I : LIST OF FINAL PARTICIPANT

SR. NO.	BIDDERS NAME & ADDRESS	CONTACT DETAILS	IP ADDRESS
1.	M/S XYZ LTD. Floor, Rama Palace, FAX NO. Commercial Complex,	PH. NO.	10.xx.xx.xx B-4, Second
10.xx.xx.xx	M/S NOP LTD. B-9, EIGHT Floor, AK Palace, Commercial Complex,	PH. NO. FAX NO.	

APPENDIX II : BID SUMMARY

BID DETAILS FOR

SR.NO.	NAME	COMPANY XYZ	NO. OF BIDS	BEST PRICE
1.				
2.				
3.				

BID DETAILS FOR

SR.NO.	NAME	COMPANY NOP	NO. OF BIDS	BEST PRICE
1.				
2.				
3.				

APPENDIX III : BID HISTORY

NO.	NAME	BID LANDED PRICE	BID DATE & TIME	STATUS
1.	XYZ	15.92	1.9.09 & 1032 HR	ACTIVE
2.	DQP	16.00	1.9.09 & 1029 HR	IN ACTIVE
3.	ABC	16.52	1.9.09 & 1028 HR	IN ACTIVE
4.	XYZ	16.62	1.9.09 & 1027 HR	IN ACTIVE
5.	DQP	16.82	1.9.09 & 1026 HR	IN ACTIVE
6.	ABC	16.92	1.9.09 & 1025 HR	IN ACTIVE

Annexure II: Jobs and responsibilities of (Atleast one complete activity) service provider during training to CUGL staff at Site/HO.

1. Facilitate CUGL staff in the creation of all forms required for the floating of tenders including technical specifications, general conditions / special conditions of tender etc.
2. Facilitate CUGL officers for the approval of vendors in the e-tendering system.
3. Liaise with vendors and render assistance for filling up of tenders including clearance of all of their queries.
4. Facilitate CUGL in the opening of tenders.
5. Assist in the downloading of technical and price bid evaluations from the e-tendering package.
6. Ensure that all tenders are closed in the system after upload of relevant documents including Letter of Intent, Contract etc.
7. The representatives of Service Provider should be present on all working days as per CUGL office hours during training. The CUGL holidays of the particular office of posting shall be followed by this staff.
8. All the deliverables including the floating of tenders has to be on-time as specified by CUGL. In case the tenders are delayed due to the reasons attributable to service provider, delay of every business day would attract a penalty per day as per the following:

For software failure: 2 X per day penalty
For document preparation delay: 1 X per day penalty
Per day penalty would be Rs.1000 per day

Maximum Penalty shall be 100% of the event charges quoted by the bidder.

1.0 SECURITY AND ACCESS PRIVILEGES:

The E- procurement / E-Tendering solution should have the following Security and access privileges inbuilt in the solution and should comply with the 'Guidelines for compliance to quality requirement of e-proc system'.

1.1. Public Key Infrastructure (PM)

The e-Procurement system s security architecture should be fully based on PKI as defined as per IT Act 2000. This shall include use of digital certificates for digital signatures, encryption, hash generation and secure web server standards. Class 2/3 digital certificates with 1024 bit key strength to be used. The System should have integrated complete certificate, encryption, digital signature, notarization and time stamping services vis-a-vis its application. The System should use full asymmetric encryption for bid data using digital certificates. The data shall be both transmitted and stored in encrypted form.

1.2. Authentication

The e-Procurement system should use a two-factor authentication method. Authentication can be through user id and single or double password over first over http and https depending on requirements or can be entirely through digital certificates in conjunction with password. Digital Certificates can be stored on smart cards or USB tokens. Biometric authentication can be integrated and supported. Passwords are hashed/encrypted on the client before being transmitted on the network. User administrator can reset the password for all users (vendor / buyer user); the reset password can either be sent by encrypted. Email or else is communicated over telephone line after due verification of the user identity by the user administrator as well as procedures such as Secret Question/Answer. The password assigned by the administrator can only be used once and after logging in the user has to change his password.

1.3. Bid Security

Bid security should be handled differently at different stages of bidding. To ensure bid security while the bids under preparation online bids must be encrypted with the vendor's own public key (part of his digital certificate). This makes sure that no one but the vendor himself can have access to data while the bid is under preparation even though the data resides on the server. Unbreakable and non-compromisable bid security must be ensured. This shall ensure there is no way any bid can be viewed before all bids for the tender are locked. Bids shall be locked by

enforcing submission of signed hash (digital fingerprint) of each bid before a designated cut-off date and time. The bid shall be also time stamped at this stage. Notarization of the bids should be optionally supported. At the time of submission, bids shall be encrypted with the buyer s public key to ensure that only specific buyer can open the bid. Any tampering with any aspects should stop the server. The Bid Security solution should allow checking the security and integrity of the process any time.

1.4. Encryption Key Management

E-Proc Solution should have necessary Encryption Key Management provision to allow multiple authorized users to open bids concurrently in case of large number of bids each containing large number of forms and in case of officials in charge of the tender getting transferred.

1.5. Access Groups

Users of the E-Procurement system shall be categorized as own, vendor, system user, user/vendor administrators and public. Each category may be further classified into access groups except the public user. A user may belong to more than one access group within his category. The user administrator shall perform the task of assignment of category and user groups. To enforce discretionary limits on transactions authority levels may also be used.

1.6. Access Privileges

Access privileges shall be assigned to access groups. Access privileges shall be task and resources based and not hierarchical.

1.7. Resource Based Privileges

Resource based access privileges shall be deployed to ensure permissions to menu options, pages and forms. This service shall factor the access group of the user and the accesses to this group.

1.8. Task Based Privileges

In addition to resource based privileges, the solution should provide task based privileges based on workflow requirements.. In addition to access groups, user discretionary levels (in terms of value of the transaction being handled) can be checked for selected legs in a workflow.

1.9. Secure Access Control Service

Secure Access Control service shall do the following tasks:

It shall keep track of access groups and privileges that the access groups have for each of the resource elements to allow a centralized control for user access. Checks appropriate protocol to be used for each web page served by the server and redirect the page request accordingly. This makes it possible to have an arbitrary mix of web pages some of which are served over http while others over https protocol. The service shall enforce session state and session time outs for user logins. Session time outs can be set to any reasonable time period. Maintain basic user activity logs. A complete list of resources accessed by the user in each session can be logged. It also ensures that same user does not login simultaneously from multiple clients. This is to avoid the tendency to share passwords that can leave audit trails meaningless.

1.10. System security

Apart from specific security features described above, general features should include separation of web, application and database server on different machines. All the servers should be behind a firewall. The firewall shall be configured to block all ports except http and https. So the application server and database server are completely blocked to access from Internet. The database access by the application is controlled through a two-part password.

Only the administrator of the database machine shall know the full admin password for database access. For application access first part of the password is known to the system administrator of the application server machine and the other part of the password to the compiler of the code. Once the application is loaded the Tender Tracker Service continuously monitors the database activity. Any change to the data outside of the application will throw the Tender Tracker Service on application server and the database on the database server out of synchronization. This ensures that no single person can tamper with data even if s/he has access to it. The Tender Tracker Service is sensitive to server clock changes and stops the server along with itself if the clock is changed.

Database server and application server do not have a public IP and are accessible to the web server only behind a firewall on a separate network segment. Any attempt to change the server time stops the application irrevocably. The application needs to be completely reinstalled before it can work again.

FTP ports are blocked. File transfers for document upload and download are done over http or https protocols and the name of the document as it is uploaded is changed by the application so that malicious files even if uploaded by a valid user can not be activated on the server.

2.0 Reference Standards and Normative documents

- Application Security: OWASP-10, 2010
- Network Security as per NIST 800-115 Technical Guide to Information Security Testing and Assessment
- CWA (CEN Workshop Agreement 15994- e-Tendering Process)
- CWA(CEN Workshop Agreement 15666- Business requirements specification- Cross Industry e-Tendering Process)
- eProcurement Integrity Matrix from Transparency International India
- ISO / IEC 27001 Information Security Management System Requirements
- ISO/TS 15000 Electronic business eXtensible Markup Language(ebXML)
- IT Act 2000 with amendments 2008
- General Financial Rules, 2005
- Relevant CVC Guidelines

2.1 MIS/Reports:

MIS reports in the form of total number of bids with the value for a tender as well as for a particular bidder, lowest bid with the details, the details of the bidder etc., the progression of the tendering process etc. shall be provided in addition to configurable reports with available data based on actual requirements for a given option/e-auction process.

2.2 e-Payment Integration:

The e-Procurement solution should be ready for e-Payment integration and be capable to electronically handle the following:

- Receipt & Refund of Earnest Money Deposit (EMD) and any other deposits during the bidding and contract award process. CUGL will specify the bank account into which the amount is to be received for each tender.
- Electronic Refund of any double payments made by the suppliers (i.e. bidders) while submitting bids.
- Electronic Performance Bank Guarantee (PBG) feature should be incorporated/made available whenever the same would be available with majority of banks in near future.

Note: - However, the option of both e-payment and offline payment should be available. The mode of payment will be specified in each tender. In case of offline payment, the vendor should be able to submit the payment details of DD/Pay Order etc.

2.3 Data Transfer and Migration:

After the end of the contract period, the selected vendor should help CUGL in migration of current database to the new vendor selected at no additional costs. As such, the database structure of the vendor should be compatible with database structure of new vendor

selected. The selected vendor will have to provide full support to the new vendor selected till the successful implementation of the portal (till portal goes live) at no additional costs.

2.4 Customization flexibility and scalability:

The system shall be scalable and shall permit expansion of both the capacity and functionality either with the existing configuration or through the addition of items, details of which shall be furnished by CUGL. The system shall incorporate the necessary requirements to meet the scope and requirements as stated.

2.5 Support and operations:

The selected bidder should be willing to send an Engineer/Developer to CUGL office in Kanpur for requirement gathering for each tendering event. All e-procurement related queries should be addressed by the supportEngineer.

The successful bidder should depute a dedicated Account Manager as a single point of contact for CUGL throughout the contract period.

2.5 Change Management, Upgrades & Updates:

The Bidder shall be responsible to carry out changes in solution for any changes required for functions, processes, rules, improvements or any configuration changes etc. as per requirements of CUGL from time to time. Any statutory changes would be required to be done within stipulated time line. The upgrades and updates of the solution shall be carried wherever due, with prior intimation to CUGL.

2.7 Product Documentation:

1 The Product Documentation in hard copy to be supplied along with User Manuals, Technical Manuals. The user manuals should provide a functional description of all the facilities available and it should be available online. The technical manuals should provide the procedures for system configuration, parameter configuration, system fine tuning, security configuration, any other configuration and system installation and management information.

- 2 The system shall cover full life cycle of purchasing (indent to placing of Purchase/ Work Order).
- 3 CUGL may opt to start with one or few modules but reserves the right to utilize all modules at a later stage at the price quoted in the commercial bid without any extra/ additional cost.

3 Compliances:

The system shall provide for storage of all electronic data as per the requirements of CUGL, CVC and conforming to the Information Technology (IT) Act 2000 and any amendments carried out therein.

The selected bidder's solution must comply with guidelines of CVC/ DIT /GFR/ or any other guidelines of GOI issued from time to time.

4 Support and operations:

The selected bidder should be willing to send Engineer/Developer to CUGL for requirement gathering for each Tendering event. All e-Procurement related queries should be addressed by the support Engineer. The successful bidder should depute a dedicated Manager as a single point of contact for CUGL throughout the contract period.

4.1 The Manager shall be responsible for below activities:

Help and guide the respective teams in preparing dynamic forms and annexures related to Tender to be executed, co-ordinate with various departments at CUGL HO to provide necessary support/ assistance in e-Procurement event till the closure of the Tender including creation of NITs (Notice Inviting Tenders), uploading the Tender (also addendum/corrigendum if any), opening of technical and price bids etc.

Co-ordinate with the back end team for specific requirement compliance in relation with the Tender requirement.

Undertake any other support work, related to e-Procurement solution as per the instructions of CUGL.

On need basis, the person should be available on Saturdays/Sundays and other holidays and even for extended hours on these days with no extra cost to CUGL.

4.2 Operational Support:

The responsibilities of the selected bidder include, but are not limited to, the following:

Ensuring that the system is available as per the prescribed SLA. The Bidder should install/ develop its own tools for monitoring the SLA.

Re-installations, in the event of system crash/failures. Develop Standard Operating Procedures (SOPs) Over all monitoring and management of the systems implemented, which includes administration of Networks, UPS and all other services ancillary to these facilities, in compliance with standards and specifications. Ensure overall security of the solution for protection of all the servers and systems implemented for the project.

Ensure timely fine tuning of the application to enhance the end-user experience.

The Bidder should customize the Software solution, suitable for CUGL Technical and Functional Requirements and should make the application ready for Proof of Concept within 30 days of acceptance of the Order.

5	FUNCTIONAL REQUIREMENTS	
5.1	USER INTERFACE	
1	GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/Onscreen help features etc.	
2	Home Page should have search option with different parameters like event reference no., date, status, event keyword etc.	
5.2	TYPES OF Tenders (Should support various types of Bids e.g.)	
1	General Tenders	
2	Rate Contracts	
3	Single/Multiple Envelope Bidding	
4	Open Tender where any Service Provider can bid after registering with the Portal.	
5	Limited Tender where only limited Service Providers can bid.	
6	EOI /Expression of Interest.	
7	NCB (National Competitive Bidding).	
8	Goods Tender - with quote for each line item.	
9	Percentage rate Tender – with quote in % of the estimated cost.	

5.3 Tender NOTICE CREATION		
1	It must be capable of floating Tender notice in .pdf,.doc/.docx / .jpeg and other preferred formats.	
2	Tender notices should be visible to Service Providers only after it is approved.	
3	System should allow Archival of Tenders and allow retrieval when Required.	
4	System should allow Cancelled Tender to be revived for future Tenders.	
5	It should be possible to categorize Tender as New, Live, Archived, Cancelled, etc. for ease of understanding.	
6	There should be provision for attaching images with Tender Notice.	

The system should have the capability of assigning unique internal reference number to each Tender. There should be a facility for Online Pre-bid Meeting.

5.4 Tender Settings

System should support Tenders with or without Tender Costs. System should support Tenders with or without EMD.

System should support Tenders with or without Pre-Bid Meeting. System should support Tenders with or without pre- qualification System should support Tenders with or without Technical Bid.

System should have provision for inviting EOI and issuing Tender to only pre-qualified bidders of EOI.

System should have inbuilt check to ensure that incomplete bids in any manner is not accepted.

Bid withdrawal option should be available such that Service Provider is allowed to withdraw bid that they might have submitted on or before due date and time.

System should have facility of sending emails to be sent to all Registered Service Providers.

System should have the ability to set maximum size of single file upload. System should have ability for uploading various types of documents.

It should be possible to download Tenders free of cost.

System should maintain record of names of those Service Providers who have downloaded the Tender.

It should be possible to specify online brief description of the Tender to enable Service Providers to view.

System should support Evaluation based on a formula by which some.

Percentage is allocated for Technical and some percentage is allocated for Commercial. CUGL should be able to blacklist a Service Provider.

System should have facility for Service Provider Registration & Administration.

5.5 Tender UPLOAD

System should allow upload of multiple documents for a Tender.

System should have the facility of virus scan or any other security threat while uploading documents by the Service Providers.

Tender should be visible to Service Providers only after it is published.

5.6 Tender CORRIGENDUM

It should be possible to upload corrigendum and correlate them to the main Tender. Corrigendum should be maintained chronologically.

Corrigendum should be made visible to all those who have already downloaded the original Tender.

5.7 ONLINE PRE-BID QUERIES:

The system should allow Service Providers to post any number of questions.

It should be possible for Service Providers to upload pre-bid queries within the timeline prescribed.

The system should have the facility of masking the name of the Service Providers who have raised the questions and should be visible only to CUGL.

The system should allow upload of replies to pre-bid queries.

5.8 ONLINE PRE-BID MEETING

It should be possible to hold pre-bid meeting online, if required by CUGL. There should be a facility of replying to all or selected questions.

The system should meeting date is over not allow questions to be raised after pre-bid.

- a) The system should have facility to reject providing reply to any question. The system should allow upload of replies to pre-bid meeting.

PAYMENT TERMS: Payment shall be as per SOR item wise:

- 1) 100% after completion of each event (i.e. tender awarded). In case the tender is not awarded due to attributable to CUGL and if cancelled then 100% payment of that event shall be released. If the tender is canceled due to attributable to service provider then no payment shall be payable of that event.
- 2) Payment towards DSC (Digital Signature) shall be paid on actual consumed by CUGL within 30 days after receipt on submission of invoice.
- 3) Payment towards on implantation/support shall be divided as following:
 - a) 30% on completion of back end infrastructure, software application.
 - b) 50% after successful commissioning/testing of event.
 - c) 20% Training to CUGL Staff for at least two complete event.

CONTRACT PERIOD: Two years from the date of award. The same shall be extended for a period of one more year on same rate, terms & condition if performance found satisfactory.

COMPLETION PERIOD: Implementation activity shall be completed within 45 days from the date of order. If not done/completed within the stipulated period standard clause of PRS shall be applicable.

**HEALTH, SAFETY
ENVIRONMENT [HSE]
SPECIFICATIONS**

SECTION-VIII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contractor should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations or they must follow the 'HSE policy' of CUGL for safe execution of work.
- 2.2 The Contractor shall ensure that the CUGL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for Health, Safety & Environment among all personnel working for the Contractor. Regular work-site meetings (Tool box talk) shall be arranged as 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, and fire protection measures such as water and fire extinguishers etc.
- 2.4 Non-conformance of 'HSE' policy and directives as per CUGL by Contractor [including their sub-Contractors] as brought out during review/audit by CUGL / external agency authorized by CUGL, shall be complied by Contractor and its report to be submitted to CUGL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, CUGL may impose penalty and subsequent stoppage of work for non-compliance. The decision of imposing monetary penalty & work-stoppage shall be taken by EIC with consultation with Safety Officer of CUGL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by CUGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, dust mask, ear plug, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose-off any such materials without the express authorization of EIC of CUGL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, cold work, confined space, electrical isolation, work at heights and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should properly barricade the facility where work is in progress for safe working and reclaim the work zone after completion of work to promote safety consciousness.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 - 1984	Industrial Safety Helmets
IS: 47701 - 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 - 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 - 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

Guidelines for imposition of punitive fines

- 4.0 Punitive fines on contractors are imposed for violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

Proposed guidelines for imposition are described below:

- 4.1 For first time violation of safety rules & regulation by any contractor, HSE-officer will issue a warning letter to contractor with intimation to EIC of work centre with a copy to MD & DC.

- 4.2 In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with HSE- Officer. A warning letter will also be issued by EIC to contractor.
- 4.3 In case of further violation, punitive fines will be imposed on contractor. Amount as fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5,000/- and in multiple of Rs.5,000/-, thereafter for every instant.
- 4.4 This will be limited to 5% of contract value, as maximum cumulative penalty.
- 4.5 This practice of punitive fines is to be implemented across all CUGL sites for all contracts.
- 4.6 Practice of punitive fines will be applicable for projects sites also and would be over and above the deduction made by M/s CUGL for safety violation from running bills.

**SCHEDULE OF
RATES (SOR)
SECTION-VIII**

SCHEDULE OF RATES (SOR) FOR E-PROCUREMENT SERVICES

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								
PART -A			E-TENDERS					
Sr. No.	Item Description	UoM	Qty.	Unit Price	Total Amount (Rs.)	GST %		Total Amount
			A	B	C=AXB	%	Amount (Rs) D	E=C+D
1	E- Tenders (spread over a period of two years)	Event	150		To be quoted on CUGL's e-tender portal			
PART -B			DIGITAL CERTIFICATE					
Sr. No.	Item Description	UoM	Qty.	Unit Price	Total Amount (Rs.)	GST %		Total Amount (Rs.)
			A	B	C=AXB	%	Amount (Rs) D	E=C+D
1	Digital (Electronic) Signature Certificate (DSC) / Public Key Infrastructure (PKI) with USB e-token valid for 2 years	Nos	14		To be quoted on CUGL's e-tender portal			
PART -C			ONE TIME SET UP					
Sr. No.	Item Description	TOTAL AMOUNT						

1	Onetime setup of back- end infrastructure, software application, commissioning testing and customization as per CUGL'S requirement and imparting comprehensive training to CUGL's officials as and when required.	To be quoted on CUGL's e-tender portal	
GRAND TOTAL (A+ B+C)			

1. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.
2. Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST).
3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.

DATE :
PLACE:

**Signature of
Authorized signatory:
NAME:
DESIGNATION:
SEAL:**