



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

**BID DOCUMENT FOR THE  
PROCUREMENT OF COMMERCIAL  
DIAPHRAGM METERS FOR KANPUR,  
UNNAO, BAREILLY AND JHANSI**

**BID DOCUMENT NO : CUGL/C&P/TEN2223/21**

**E-TENDER NO. : 54959**

**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/TEN2324/21**

**Date: 27.04.2023**

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.	<b>Project</b>	City Gas Distribution
2.	<b>Name of Work</b>	Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly & Jhansi on ARC Basis
3.	<b>Scope of Work</b>	As per Tender Document
4.	<b>Contract Period</b>	As per Tender Document
5.	<b>Bid Validity</b>	120 days from the bid due date
6.	<b>Bid Security/EMD</b>	Rs. 26,380/-
7.	<b>Pre-Bid Meeting</b>	<u>NA</u>
8.	<b>Bid Due Date with Time</b>	<u>05.05.2023 up to 15:00 Hrs.</u>
9.	<b>Type of Bid</b>	Two Bid System
10.	<b>Basic of Evaluation</b>	Item wise Basis

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

  
(Sushmita)

**Asst. 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, Lakhapur, 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

# CHECK LIST

Sl. No.	Description	YES/NO
1.	Tender document signed & stamped	
2.	BEC Related documents as asked in BEC	
3.	SOR Quoted	
4.	All forms and formats F-1 TO F-16 to be filled with all required details	
5.	MSME/Udyam certificate (Small & Micro)	
6.	EMD/Bid Security (If bidder not MSME )	

Place:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

## BIDDERS DECLARATION

Bid Document No: CUGL/C&P/TEN2223/

Subject : Bid Document for the Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly & Jhansi.

We hereby confirmed that following group (s) has been quoted by M/s –  
----- for the subject tender:

Item No.	Item Details	Quoted/ Not Quoted
1	G-4 Commercial Diaphragm Meters with brass Adapter	
2	G-6 Commercial Diaphragm Meters with brass Adapter	
3	G-10 Commercial Diaphragm Meters with brass Adapter	
4	G-16 Commercial Diaphragm Meters with brass Adapter	
5	G-25 Commercial Diaphragm Meters with brass Adapter	

**Note:**

This confirmation is required alongwith technical bid of the document “Un priced bid)

**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](mailto:sonu@abcprocure.com), [satabdi@abcprocure.com](mailto:satabdi@abcprocure.com) with a copy to [info@abcProcure.com](mailto:info@abcProcure.com) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class III** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Limited, Ahmedabad (Contact no. Tel: +91 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](mailto:allocation@eptl.in)

**FOR TENDER RELATED QUERIES:**

(1) NAME, Designation, Department  
Phone: 0512 2582455 Mr. Sunil Kumar  
E-mail: [snkumar@cugl.co.in](mailto:snkumar@cugl.co.in)

(2) NAME, Designation, Department  
Phone: 0512- 2582455, Ms. Sushmita  
E-mail: [sushmita@cugl.co.in](mailto:sushmita@cugl.co.in)

## **INSTRUCTIONS TO BIDDERS**

### **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.
- 

## **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: Special Conditions of Contracts
  - Section – VII : Technical Specification
  - Section –VIII: HSE Specification
  - Section-IX: 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.

Ch. 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, it not registered yet.

However, in case any unregistered bidder is submitting their bid, there 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 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 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 annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or 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. 12 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 REPEAT ORDER**

40.1 As per GCC .

#### **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-III**

## General conditions of Contract

### **Section-1 Definitions**

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

- 1.0 Bidder: Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a contract with the purchaser.
- 1.1 **CONSULTANT:** - NA
- 1.2 **CONTRACT** shall mean purchase order/contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the seller under the contract for the full any proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the supplier and handed over to OWNER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the contract is officially declared by the OWNER to be available for continuous operation at different loads up to and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2000 in case of contract with a foreign bidder and as the date of LR/GR in the case of a contract with an Indian bidder.
- 1.7 **DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the contract together with modifications and/or revisions thereto.
- 1.8 **ENGINEER** or Engineer-in-charge of the Project SITE shall mean the person designated from time to time by PURCHASER AT SITE AND SHALL INCLUDE those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.



- 1.9** FINAL ACCEPTANCE shall mean the Purchaser's written acceptance of the work performed under the contract after successful completion of performance and guarantee test.
- 1.10** GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by seller to complete the contract.
- 1.11** INSPECTOR shall mean any person or outside Agency nominated by OWNER directly or through CONSULTANT to inspect equipment, stage-wise as well as final, before dispatch, at SUPPLIER'S works and on receipt at SITE as per terms of the CONTRACT.
- 1.12** INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service of available for service.
- 1.13** OWNER shall mean Central UP Gas Limited (CUGL), having its registered office at 7<sup>th</sup> Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. The term OWNER includes successors, assigns of CUGL
- 1.14** PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the CONTRACT documents.  
Project DESIGNATES THE AGGREGATE OF THE Goods and/or Services to be provided by one or more Contractors.

#### Quantities – Bills of quantities

#### Bills of quantities

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

- 1.15** SUPPLIER shall mean the person, firm or company with whom PURCHASE ORDER /CONTRACT is placed/entered into by SUPPLIER for supply of equipment, materials and services. The term Seller includes its successor and assigns.
- 1.16** SERCIVE shall mean erection, installation, and testing commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

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

**2.0 Seller to inform**

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

**3.0 Application**

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

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

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

5.2 Completeness of the EQUIPMENT shall be the responsibility of him SUPPLIER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being SUPPLIER’s responsibility) shall be provided by SUPPLIER without any extra cost.

5.3 The SUPPLIER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SUPPLIER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of OWNER.

5.4 The SUPPLIER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the OWNER.

5.5 The documents once submitted by the SUPPLIER shall be firm and final and not subject to subsequent changes. The SUPPLIER shall be responsible for any loss to the OWNER consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their

location. The size of bearings, their make and number shall be furnished.

**5.9** Specifications, design and drawings issued to the seller along with RFQ and CONTRACT are not sold or given but loaned. These remain property of OWNER OR ITS ASSIGNS AND ARE SUBJECT TO RECALL BY OWNER. The supplier and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of OWNER All such details shall be kept confidential.

**5.10** SUPPLIER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

## **6.0 Standards**

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

## **7.0 Instructions, Direction & Correspondence**

**7.1** The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

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

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

**8.0 Contract Obligation 8.1** If after award of the contract, the Supplier does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the OWNER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract

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

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

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

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

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

**11.0 Patent Rights Liability & Regulations 11.1** SUPPLIER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material Compliance and SUPPLIER agrees to be responsible for and to defend at his sole expense. all suits and proceeding against OWNER based on any such alleged patent infringement and to pay6 all costs , expenses and damages

which OWNER and/ or Consultants may have to pay or incur by reason of any such suit or proceedings.

- 11.2 The SUPPLIER shall indemnify the OWNER against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the OWNER's country.
- 11.3 SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.
- 11.4 SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

**12.0 Performance Guarantee** 12.1 Within 21 days after the Seller's receipt of notification of award of the CONTRACT, the **SUPPLIER** shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the OWNER, in the bidding documents, for and amount equivalent to 3% of the total order value (exclusive of GST) of the CONTRACT.

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

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

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

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

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

- 13.2** The inspection and tests may be conducted on the premises of the SUPPLIER or his sub-contractor(s), at point of DELIVERY and/ or at the GOODS final destination, When conducted on the premises of the SUPPLIER or his sub-contractor(s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the OWNER.
- 13.3** Should any inspected or tested GOODS fail to conform to the specifications, the OWNER may reject them and the SUPPLIER shall either replace the rejected GOODS or make all alterations necessary to meet specifications requirements, free of cost to the OWNER.
- 13.4** The Owner's right to inspect, test and where necessary reject the GOODS after the GOODS arrival in the Owner's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the OWNER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5** The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6** Supplier shall allow to visit, during working hours, the workshop relevant for execution of the CONTRACT during the entire period of CONTRACT during the entire period of CONTRACT validity.
- 13.7** In order to enable OWNER'S representatives to obtain entry visas in time, SUPPLIER shall notify OWNER two months before assembly, testing and packing of main EQUIPMENT. If requested, seller shall assist OWNER representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8** SUPPLIER shall place at the disposal of the INSPECTOR free of charge, all tools, instruments, and other apparatus necessary for the the inspection and/ or testing of the goods. The inspector is entitled to prohibit the use and Dispatch of goods and/or materials, which have failed to comply with the characteristics required for the goods during tests and inspections.
- 13.9** SUPPLIER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action,
- 13.10** ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SUPPLIER shall be witnessed by the inspector. Therefore, seller shall confirm to purchaser by fax or e-mail about the exact date of inspection with at least 30 days

notice. SUPPLIER shall specify the goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

**13.11** If on receipt of this notice, owner should waive the right to witness the test; timely information will be given accordingly.

**13.12** Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the inspector, copy of such standards.

**13.13** Nothing in Argicl-13 shall in any way release the seller from any warrantee or other obligations under this contract.

**13.14** Arrangement for all inspections required by Indian statutory Authorities and as specified in technical specifications shall be made by supplier.

**13.15 Inspection & Rejection of Materials by consignees**

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at eh risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractors risk and cost. The owner shall also be entitled to recover handling and storage charges for the period, during which the rejected

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

**14.0 Time Schedule & 14.1 Time Schedule Network/Bar Chart**

**Progress  
Reporting**

**14.1.1** Together with the contract confirmation, supplier shall submit to his time schedule regarding the documentation, manufacture, testing, owner supply, erection and commissioning of the GOODS

**14.1.2** The time schedule will b e in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

**14.1.3** The original issue and subsequent revisions of supplier's time schedule shall be sent to owner.



14.1.4 The time schedule network/bar chart shall be updated at least every second month.

**14.2 Progress Trend Chart / Monthly Report**

14.2.1 SUPPLIER shall report monthly to OWNER, on the progress of the execution of contract and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with contract confirmation.

14.3.1 OWNER's representatives shall have the right to inspect supplier's premises with a view to evaluating the actual progress of work on the basis of seller's time schedule documentation.

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

14.3.3 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion conclusive or supplier shall neglect to execute the contract with due diligence and expedition or shall contravene the provisions of the contract owner may give notice of the same in writing to the supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by owner the owner shall have the option and be at liberty to take the contract wholly or in part out of the supplier's hand and make alternative arrangements to obtain the requirements and completion of contract at the supplier's risk and cost and recover from the supplier, all extra cost incurred by the owner on this account. In such event owner shall not be responsible for any loss that the supplier may incur and supplier shall not be entitled to any gain. Owner shall, in addition, have the right to encase performance Guarantee in full or part.

**15.0 Delivery & Documents**

15.1 Delivery of the goods shall be made by the supplier in accordance with specified in the contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

a) In case of FOT dispatch point contract, on evidence that the goods have been loaded on the carrier and a negotiable copy of the goods receipt obtained. The date of LR /GR shall be considered as the date of delivery.

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

- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of owner. Any request concerning delay will be void unless accepted by owner through a modification of the contract.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by owner.
- 15.5 In the event of delay in delivery, price reduction schedule as stipulated in Article -26 shall apply.
- 15.6 The documentation, in English language, shall be delivered in due time, in proper; form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The supplier should comply with the packing, marking and shipping documentation specifications enclosed.

**16.0 Transit Risk**

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

Insurance Requirements:

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

**17.0 Transportation 17.1**

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

**18.0 Incidental Services**

- 18.1 The supplier may be required to provide any or all of the following Services:
  - 18.1.1 Performance or supervision of onsite assembly and/or start up of the supplied goods.
  - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.
  - 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warrantee/guarantee obligations under the contract.
  - 18.1.4 Training of the Owner's personnel at supplier's plant and/ or at site, in assembly, start-up operation, maintenance and/or repair of the

supplied Goods at no extra cost. However, Owner will bear boarding, lodging & personal expenses of Trainees.

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

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

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

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

19.4 The construction, execution and commissioning.

19.5 Two (2) years operation and maintenance.

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

19.7 Type and sizes of bearings shall be clearly indicated.

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

19.9 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the goods shall be submitted to owner.

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

19.11 Lubricants

19.12 Whenever lubricants are required, supplier shall indicate the quantity of lubricants required for the first filing, the frequency of changing, the quantity of lubricants required for the one years continuous operation and the types; of recommended lubricants indicating the commercial name (Trademark), quality and grade.

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

19.14 Supplier shall indicate various equivalent lubricants available in India.

**20.0 Guarantee**

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

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

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

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

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

**20.2 PERFORMANCE GUARANTEE OF EQUIPMENT**

20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.

20.2.2 If the Supplier fails to prove the guaranteed performance of the equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the supplier fails to do so within a reasonable period, the supplier shall replace the equipment and prove guaranteed performance of the new equipment without any extra cost to purchaser.

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

**21.0 TERMS OF PAYMENT:** 100% Payment along with 100% taxes, duties, freight and other levies (if applicable) shall be released against receipt of material at store/site on submission of PBG, final dispatch documents and dispatch clearance from CUGL. Vendor shall submit following documents for getting payments from CUGL

- (i) GST Invoice
- (ii) All test certificates with one set of copy
- (iii) Packing List
- (iv) LR
- (v) IRN ( inspection Release Note)

**22.0 Prices**

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

**23 Subletting & Owner's**

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

**24 Time As Essence 24.1**

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

**25 Delays Seller's Performance**

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

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

**26 Price Reduction 26.1**

In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of material covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total contract value.

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

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

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

**27 Rejections, Removal Rejected Equipment & Replacement**

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

**27.2** If the equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the owner shall be entitled to reject the equipment/material or part thereof and ask free replacement within reasonable time

failing which obtain his requirements from elsewhere at Supplier's cost and risk.

- 27.3 Nothing in this clause shall be deemed to deprive the Owner and/or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the supplier of his obligations under the Contract.
- 27.4 Equipment rejected by the Owner shall be removed by the supplier at his cost within 14 days of notice after repaying the amounts received against the supply. The owner shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever.
- 27.5 In case of rejection of Equipment, Owner shall have the right to recover the amounts, if any, from any of contractor's invoices pending with Owner or by alternative method(s)

**28 Termination of Contract**

**28.1 Terminations for Default**

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

**28.2 Termination for Insolvency**

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

28.3 Termination for Convenience

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

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

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

29 **Force Majeure**

29.1 Shall mean and be limited to the following:

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

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

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



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

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

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

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

#### **30.4 Arbitration**

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

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

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding

shall be in English language and the venue shall be at Kanpur, Uttar Pradesh, India.

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

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

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

**31 Governing Language**

31.1 The Contract shall be written in English language as specified by the Owner in the instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be Considered, if it is accompanied by an English translation. For the purposes of interpretation English translation shall govern and be binding on all parties.

**32 Notices**

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

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

**33 Taxes & Duties**

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

33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the owner. However, Sales Tax and Excise Duty on finished products shall be reimbursed by Owner.

33.3 Customs duty payable in India for imported goods ordered by Owner on foreign supplier shall be borne and paid by Owner

33.4 Any income tax payable in respect of supervisory services rendered by foreign supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is up to the bidder/supplier to ascertain the amount of these taxes and to include them in his bid price.

**34 Books & records**

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

**35 Permits & Certificate**

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

**36.General**

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

**36.1** Losses due to non-compliance of Instructions  
Losses or damages occurring to the Owner owing to the Supplier's  
Failure to adhere to any of the instructions given by the Owner in connection with the contract execution shall be recoverable from the Supplier.

**36.2** Recovery of sums due

All costs, damages of expenses which the Owner may have paid, for which under the Contract Supplier is liable, may be recovered by the Owner (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Supplier under this contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due

to the Supplier be not sufficient to recover the recoverable amount, the Supplier shall pay to the Owner, on demand, the balance amount.

36.3 Payments, etc. not to affect rights of the Owner No sum paid on account by the Owner nor any extension of the date for completion granted by the Owner shall affect or prejudice the rights of the Owner against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

36.4 **Cut-off Dates**

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

36.5 **Paragraph heading**

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

**37 Import License**

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

**38 Fall Clause**

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

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

The above stipulation will, however, not apply to :

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment a prices lower than thee prices charged for normal replacement

- c) Sale of goods such as drugs, which have expiry dates.

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

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

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

**39 Publicity 39.1**

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

**40 Repeat Order**

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

**41 Limitation of Liability 41.1**

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

**BEC**  
**(BID EVALUATION**  
**CRITERIA)**

**SECTION -IV**

## BID EVALUATION CRITERIA (BEC)

### TECHNICAL CRITERIA

#### Commercial Diaphragm Meters: -

- 1) The bidder must be a regular Manufacturer of Natural Gas Diaphragm Type Commercial Meters and must possess a proven track record for Design, Engineering, Manufacturing and Shop testing of Natural Gas Diaphragm Type Commercial Meters.
- 2) The bidder must have successfully supplied Commercial Meters (Diaphragm) as per below table in a single order to any City Gas Distribution Company in India in last Seven years from the bid due date.

Sr. No.	Item	Type	UoM	Minimum Qty.
1	Commercial Diaphragm meter G-4 or higher with brass Adopter	G-4	Nos.	20
2	Commercial Diaphragm meter G-6 or higher with brass Adopter	G-6	Nos.	25
3	Commercial Diaphragm meter G-10 or higher with brass Adopter	G-10	Nos.	5
4	Commercial Diaphragm meter G-16 or higher with brass Adopter	G-16	Nos.	4
5	Commercial Diaphragm meter G-25 or higher with brass Adopter	G-25	Nos.	2

- 3) The bidder who is having agreement / certificate of technical collaboration with any reputed Natural Gas Commercial Meter authorized supplier/manufacturer, in this case supplier has to qualify the above clauses (i & ii) of the BEC shall be considered qualified for BEC purpose.
- 4) In addition to the above requirement of above criteria, Bidder should also submit the following documents to qualify the BEC:
  - a) Valid certificate of Type approval issued by Director of Legal Metrology (Government of India) for each of the offered models of Diaphragm gas meters, along with the technical bid.
  - b) Bidder shall be registered manufacturer with Director of legal Metrology, Government of India. In case, the bidder is importing the offered model of gas meter

from overseas (i.e. from outside India), the bidder shall furnish a copy of import registration certificate issued by Director of legal Metrology, Government of India., along with the technical bid.

- c) Valid type test approval certificate for compliance of the offered model of the Diaphragm gas meters as per requirement of latest edition of BS EN 1359 & MID.
- d) All documents submitted by the bidder shall be in English Language Only.

- **For Authorized Supplier**

In case, the manufacturer does not sell his products directly as a matter of their corporate policy they may submit their bid through authorized supplier/Indian Subsidiary. In such case the concerned Authorized supplier / Indian subsidiary may submit the offer as “Bidder “subject to fulfilling the BEC criteria: -

a) The manufacturer shall have the prime responsibility of providing unconditional technical guarantee/warranty and after sales support to the purchaser. A confirmation by the manufacturer to this effect shall be submitted along with the bid.

b) The bidder shall furnish a valid authority certificate from the manufacturer confirming the bidder's status as their authorized supplier.

c) The Bidder shall furnish from Manufacturer, a certificate indicating that the Manufacturer as a corporate policy does not quote directly, and their materials are quoted through authorized supplier / Indian subsidiary only.

➤ The documents required to be submitted by the bidder to substantiate their qualification under Bid Evaluation Criteria (BEC) shall be as follows:

I. Purchase Order (falling within last Seven years from the bid due date) along with Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ Consultant or their authorized representative/ copy of invoices for relevant orders for confirming the supply value as per above Bid evaluation criteria.

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 certified/ attested by Chartered Engineer / notary public with legible stamp

Price evaluation shall be done on item wise.

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



# **FORMS & FORMATS**

## **SECTION-V**

**F-1**

**BIDDER'S GENERAL INFORMATION**

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

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

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	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	ESI code No.	[Enclose copy of relevant document]
21	GST No.	

Place:  
Date:

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

**F-2**  
**BID FORM**

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

Bid Document No: CUGL/C&P/TEN2324/21  
SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

Dear Sir,

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

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

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

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

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

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

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

**Dear Sir,**

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

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

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

Place: [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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

**Dear Sir(s),**

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_ M/s.

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

—

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

We, the \_\_\_\_\_ 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: \_\_\_\_\_

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of



the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

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

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

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

Ref:

Date:

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

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

**Dear Sir,**

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

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

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

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

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

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of 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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

**Dear Sir,**

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

Place:	[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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Dear Sir,**

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/21  
SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

**Dear Sir,**

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

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

Place:

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

**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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India  
PERFORMANCE GUARANTEE No.

**Dear Sir(s),**

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

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

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

1. We

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

2. You will have the full liberty without reference to us and without affecting this  
guarantee, postpone for any time or from time to time the exercise of any of the powers



and rights conferred on you under the contract with the said \_\_\_\_\_ 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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

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

<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
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 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	

<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

Dear Sir,

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

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

Postal Address with Pin Code : .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

---

**F-12**  
**UNDERTAKING ON LETTERHEAD**

To,

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

Bid Document No: CUGL/C&P/TEN2223/---

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-13**  
**BIDDER'S EXPERIENCE**

To,

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

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Diaphragm Meters for Kanpur, Unnao, Bareilly and  
Jhansi

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>	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:

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>	<b>REFERENCE PAGE NO. OF THE BID SUBMITTED</b>
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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-15**  
**BIDDER'S QUERIES FOR PRE BID MEETING**

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

Bid Document No: CUGL/C&P/TEN2324/21

SUB : Procurement of Commercial Meters for Kanpur, Unnao, Bareilly and Jhansi

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

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

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

NAME OF BIDDER : \_\_\_\_\_

Date

**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.*

**SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

**SECTION-VI**



# **SPECIAL CONDITIONS OF CONTRACT**

## **1. General**

- 1.1.1. SCC shall be read in conjunction with the General Conditions of Contract, Specification of work, drawing and any other documents forming part of this Contract wherever the context so requires.
- 1.1.2. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read within the Contract so far as it may be practicable to do so.
- 1.1.3. Where any portion of the General Conditions of Contract (GCC) is repugnant to or is at variance with any of the provisions of the SCC and unless a different intention appears, the provisions of the SCC shall prevail over the provisions of the GCC.
- 1.1.4. Wherever it is mentioned in the specification that the Bidder shall perform certain work or provide certain facilities, it is understood that the Bidder shall do so at his cost and the Value of Contract shall be deemed to be including the cost of such performance and provisions, so mentioned.
- 1.1.5. The materials, design, and workmanship shall satisfy the relevant Indian / Foreign Standards, the Technical Specifications / Data Sheets contained herein, and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.1.6. In case of an irreconcilable conflict between Indian and other applicable standards, GCC, SCC, Specification, Drawings or Schedule of Rates (SOR), the following shall prevail to the extent of such irreconcilable conflict and in this order of precedence:
  - (a) Letter of Acceptance / FOI along with Statement of Agreed Variations.
  - (b) SOR as enclosures to Letter of Acceptance
  - (c) SCC
  - (d) Drawings
  - (e) Technical / Material Specifications / Data Sheets
  - (f) Instruction to Bidder
  - (g) Applicable standards
- 1.1.7. It will be the Bidder's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work or making the supply with reference to which the conflict exists.
- 1.1.8. In the absence of any specifications covering any material, design of work the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer – In – Charge, which will be binding on the Bidder.

## **2. Scope of Work**

- 2.1. The scope of work shall include supply of stipulated quantity of items mentioned in SOR on FOT site Basis and as set out in the Material Requisition (MR)/ Technical Specifications (TS).

### 3. Terms of Payments (Indian)

3.1 The payment shall be made in the following manner subject to completion of all contractual requirements as per tender document:

- A) **100% (Hundred Percent) Payment** shall be paid progressively within 30 (Thirty) days on receipt of of Goods at designated CUGL Site/ store in Kanpur, Unnao, Bareilly and Jhansi upon submission of the following:
- i) Commercial invoice in triplicate
  - ii) GST complied invoice
  - iii) LR or GR (original)
  - iv) Packing List
  - v) Insurance Policy
  - vi) Material Test Certificate
  - vii) Guarantee / Warranty Certificate
  - viii) Despatch clearance issued by Purchaser.
  - ix) Inspection release note issued by Purchaser/ Consultant/ TPIA
  - x) Certificate of receipt of goods at Purchaser's store
  - xi) Final Technical File

### 4. Delivery schedule

The delivery period shall be 8 Weeks from the date of LOI for first lot. The delivery of ordered quantity shall be in multiple lots as per below table: -

<b>Delivery Schedule for Commercial Gas Meters (8 weeks from the date of issue of LOI)</b>					
<b>SL. No.</b>	<b>Description</b>	<b>UOM</b>	<b>Total Qty</b>	<b>1<sup>st</sup> Lot Qty</b>	<b>Qty for remaining Subsequent Lot</b>
<b>GROUP-A (Commercial Diaphragm gas Meter)</b>					
1	Commercial Diaphragm meter with brass Adopter- G4	Nos.	40	20	20
2	Commercial Diaphragm meter with brass Adopter - G6	Nos.	50	25	25
3	Commercial Diaphragm meter with brass Adopter - G-10	Nos.	10	5	5
4	Commercial Diaphragm meter with brass Adopter - G-16	Nos.	8	4	4

5	Commercial Diaphragm meter with brass Adopter - G-25	Nos.	4	2	2
---	--	------	---	---	---

**Remaining Lots:** Delivery Orders (DO) shall be issued on need basis for remaining quantity. Delivery period shall be 8 weeks from the date of intimation for lot quantities (DO) within a period of one year from the date of issue of LOI.

The above quantities are for any locations of Kanpur, Bareilly, Unnao & Jhansi. However, actual qty. to be confirmed at the time of dispatch clearance for delivery of materials for Kanpur, Bareilly, Unnao & Jhansi.

#### 5. PRICE REDUCTION SCHEDULE (PRS)

In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of material covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of the total Lot value.

All lots shall be considered separately for applying PRS in case of delay as described above The decision of the Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor.

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

#### 6. Third Party Inspection:

The inspection shall be carried out by TPIA / Purchaser representative at bidder's works/ subcontractor's work as per approved QAP and inspection charges will be borne by Purchaser (CUGL). However, in case wherever inspection is to be carried out by supplier only then supplier will bear the inspection expenses. The above-mentioned inspection requirement supersedes all other inspection / conditions specified in tender document.

# **TECHNICAL SPECIFICATIONS**

## **SECTION-VII**

Sr. No.	Description	Rev. No.
1	MATERIAL REQUISITION	0
1.1	ANNEXURE-1	0
2	STANDARD SPECIFICATIONS of commercial Gas Meter	0
3	INSTRUMENT DATASHEETS	0
4	QUALITY ASSURANCE PLAN FOR GAS METERS	0

## MATERIAL REQUISITION

### Table of Contents

1. DESCRIPTION OF GOODS AND / OR SERVICES
2. REMARKS / COMMENTS
3. LIST OF ATTACHMENTS
4. DOCUMENTS & DATA REQUIREMENTS

## 1. DESCRIPTION OF GOODS AND / OR SERVICES

The scope of work shall cover design, engineering, manufacturing, testing, inspection, preparation for shipment and transportation of the Gas Meters, as per technical requirements/specification for City Gas Distribution project in Kanpur, Unnao, Bareilly & Jhansi.

S.NO	DESCRIPTION	QUANTITY	REMARKS
<b>GROUP A – Diaphragm Gas Meters with Brass adaptor</b>			
1.	Commercial Diaphragm meter with brass Adopter, G - 4, 6 m <sup>3</sup> /hr	40	
2.	Commercial Diaphragm meter with brass Adopter, G - 6, 10 m <sup>3</sup> /hr	50	
3.	Commercial Diaphragm meter with brass Adopter, G - 10, 16 m <sup>3</sup> /hr	10	
4.	Commercial Diaphragm meter with brass Adopter, G - 16, 25 m <sup>3</sup> /hr	8	
5.	Commercial Diaphragm meter with brass Adopter, G - 25, 40 m <sup>3</sup> /hr	4	

### NOTES:

1. Accessories for Meter shall be supplied as specified in the Specifications attached with the material requisition.
2. The bidder has to quote full quantity of quoted item mentioned above; partial quotation for the item shall be liable to rejection.

## 2. REMARKS / COMMENTS

### 2.1 Supplier's Compliance

Supplier shall submit his bid in full compliance with the requirements of this MR and attachments.

Bidder shall include the following statement in his bid:

*We certify that our bid is fully complying with your enquiry dated .....and referenced ....., Compliance with this Material Requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.*

### 2.2 Compliance with Specification

The supplier shall be completely responsible for the design, materials, fabrication, testing, and Inspection, preparation for shipment & transfer of above material to nominated delivery point strictly in accordance with the MR & all attachments thereto.

## 2.3 Supplier's Scope

Supplier's scope of work includes the equipment with all internals & accessories shown on the data sheets, specifications, and all parts necessary for a satisfactory operation & testing except those which are indicated to be out of Supplier's supply.

## 2.4 Applicable Documents

General descriptions, requirements and information are listed in Annexure "C" of this Material Requisition.

## 2.5 Supplier's Documents

Supplier shall supply the documentation as listed under Annexure "D" of this Material Requisition. All documents shall be supplied in English language.

### 3. LIST OF ATTACHMENTS

The table below lists the documents which are integral part of this Material Requisition. The applicable revision index of each document is mentioned in the column below the current Material Requisition revision index.

When the Material Requisition revision index is "A" or "1", all listed documents are attached. For other Material Requisition revision index, only modified or new documents are attached.

DOCUMENTS	REVISION OF DOCUMENTS		
Material Requisition	0		
Annexure – 1	0		
Standards Specification for Gas Meters	0		
Instrument Datasheets	0		
Quality Assurance Plan	0		

### 4. DOCUMENTS & DATA REQUIREMENTS

1. The table hereunder specifies the quantities & nature of the documents to be submitted by the Supplier to Company.
2. The documents required at the inquiry stage to be included in the bid are listed under column A.
3. The documents required after award of the agreement and subject to the written approval of the Company are listed under column B.
4. The final & certified documents are listed under column C.

5. Any document even when preliminary shall be binding and therefore duly identified & signed by the Supplier. It shall bear the Company's project reference, the MR number and identification number.
6. The documents are fully part of the Supply which shall be complete only if and when the documents complying fully with the material requisition requirements received by the Engineer.

Item	Documents and Data	A	B		C	
		Number of copies	Number of copies	Required date	Number of copies	Required date
1.	Data sheet, technical specifications, catalogue, sizing calculations etc. of the offered model	1	2	1 week	2	1 week
2.	Detail GA Drawing, of the offered model (domestic & commercial meter)	1	2	1 week	2	1 week
3.	Pressure drop calculations, pressure drop curve, accuracy/error curve etc.	1	2	1 week	2	1 week
4.	Code compliance certificates	1	2	1 week	2	1 week
5.	Detailed QA/QC program	1	2	1 week	2	1 week
6.	Meter index format tag/nameplate format		2	1 week	2	1 week
7.	Material certificate EN 10204, Cert. 3.2		2	2 weeks	2	1 week
8.	List of special test equipment/tools required for maintenance		2	1 week	2	1 week



9.	Inspection and test procedures	1	2	1 week	2	1 week
10.	Test / Calibration/Inspection certificates/reports		2	1 week after test	2	1 week
11.	Installation, operation and maintenance manuals, catalogues with part list for meters along with software CD and calibration reports.		2	2 weeks before shipping	2	1 week
12.	Painting system description	1	2	1 week	2	1 week
13.	Packing/shipping list w/weights and dimensions. (Note-5)		2	2 weeks before shipping	2	
14.	Final technical file (containing all final drawings and documents listed in column „c“)		2	2 weeks before shipping		
15.	Type approval from weights & measures	1	2	1 week	2	1 week
16.	ATEX approval certificates	1	2	1 week	2	1 week
17.	Importing license for meter/meter parts to be imported	1	2	1 week	2	1 week
18.	No deviation certificate	1	2	1 week	2	1 week
19.	Copy of the tender document duly signed and stamped	1	2	1 week	2	1 week

**NOTES:**

1. Duration in column B (required date) are weeks after purchase order date (=T0).
2. Duration in column C (required date) are weeks after document approval.

3. Due date of each document may be proposed.
4. Final technical file shall be supplied in hard copy as indicated, and in electronic format (pdf) on One (1) CD-ROMS.
5. The selected Vendor shall provide Calibration certificates of each meter.
6. The packing boxes for each flow meter, EVC etc. (Each Item which is been packed independently) shall carry the item calibration certificate within the packing box.

**ANNEXURE-I  
SERIAL NUMBERING FORMAT FOR METERS**

FIRST 3 ALPHABETS OF VENDOR			ITEM SERIAL NUMBER (FROM MANUFACTURER)								MONTH & YEAR OF MANUFACTURE				
A	B	C	1	2	3	4	5	6	7	8	/	M	M	Y	Y
EXAMPLE															
I	T	R	12345678								/	0	7	1	5

ITRON – ITR RAYCHEM - RAY INEL – INE
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# **STANDARD SPECIFICATION FOR Commercial Gas Meter**

## **ABBREVIATION**

ATEX	Atmospheres Explosible
ANSI	American National Standards Institute
EVC	Electronic Volume Corrector
FAT	Factory acceptance Test
IEC	International Electrotechnical Commission
ISO	International Organization for Standardization
MAOP	Maximum Allowable Operating Pressure
MIU	Meter Interface Unit
NACE	National Association of Corrosion Engineers
NPT	Nominal Pipe Thread
OEM	Original Equipment Manufacturer
PNGRB	Petroleum and Natural Gas Regulatory Board
RO	Restriction Orifice
SAT	Site Acceptance Test
SS	Stainless Steel

TPIA

Third Party Inspection Agency

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3.0	REFERENCE DOCUMENTS .....	13
4.0	DESIGN CRITERIA .....	14
5.0	TECHNICAL REQUIREMENTS .....	14
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7.0	INSPECTION AND TESTING .....	20
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## 1.0 SCOPE

This Standard Specification, together with the data sheets attached herewith, establishes the minimum technical and functional requirements for design, engineering, materials, fabrication, painting, inspection and testing, documentation, marking, packing and shipping of gas meters used in commercial and industrial applications in CGD industry.

## 2.0 DEFINITIONS

For the purpose of this document, the words and expressions listed below shall have the meanings assigned to them as follows:

Agreement	Designates the agreement concluded between the Client and the Contractor, under which the latter undertakes to the former the Goods and/or Services according to the stipulations which are agreed and specified in the form of an order.
Client	Designates the purchaser of the Goods and/or Services, which are the subject of the agreement.
Contractor / Supplier	Designates the individual or legal entity with whom the order has been concluded by the Client. The term "Contractor / Supplier" may be used indifferently for a supplier, a manufacturer, an erection Contractor / Supplier, etc.
Days-Weeks-Months	Specify the number of calendar days, weeks or months and not of working days, weeks or months.
Client's Representative	Designates the individual or legal entity to which the Client has entrusted various tasks in relation with the carrying out of his Project.
Goods and / or Services	Designate, depending on the case, all or part of the drawings or documents, substances, materials, materiel, equipment, structures, plant, tools, machinery, to be studied, designed, manufactured, supplied by the Contractor / Supplier under the agreement, including all the studies, tasks, works and services specified by the order. The Terms Goods or Services may be indifferently used one for the other as required by the context.
Project	Designates the aggregate of Goods and/or Services to be provided by one or more Contractor / Supplier.

### 3.0 REFERENCE DOCUMENTS

#### 3.1 Codes & Standards

The related standards referred to herein and mentioned below shall be of the latest editions prior to the date of the Purchaser's enquiry.

EN 1359 + A1 Latest	Gas Meters - Diaphragm Meters
OIML R137	Gas Meters
ATEX	94/9/EC Directive
EN 12480	Gas meters - Rotary Displacement Gas Meters
AGA Report No.7	Measurement of Natural Gas by Turbine Meters
AGA Report No.8	Compressibility factor of Natural Gas and other related Hydrocarbon gases
ISO 27001	Information security standards
BS 4161	Specification for diaphragm meters of 6 cubic meters
IEC 60529	Degree of Protection Provided by Enclosures (IP Code)
ASME B1.20.1	Pipe Threads, General Purpose (Inch)
ASME B16.5	Pipe Flanges and Flanged Fittings
EN12405-1 + A1	Electronic Volume Calculator
IEC 60529	Degree of Protection Provided by Enclosures (IP Code)
IEC 60079 PNGRB T4S	Electrical apparatus for explosive gas atmospheres PNGRB Technical Standards and Specifications

#### 3.2 Order of Precedence

In the event of conflict between specifications, data sheets, related standards, codes etc., and the order of precedence shall be as follows:

- a. Data sheets
- b. Job Specifications
- c. Standard Specifications
- d. Codes and Standards

Vendor shall refer the matter to the Purchaser for clarification and only after obtaining the approval in writing, the same should proceed with the manufacture of the items in question.

### 4.0 DESIGN CRITERIA

#### 4.1 General

All gas meters shall be designed for continuous operation in the given site conditions with the following design criteria:

- Ease of operation and maintenance.
- Suitability for applicable environmental conditions.
- Suitability for operation in the designated classification of hazardous areas.
- State of art proven technology and instrumentation.
- Safety to operating and maintenance personnel.
- Safety to connected equipment.
- High Redundancy with high reliability (high MTBF and low MTTR) and no single point of failure.
- Minimum cost of ownership.

#### **4.2 Environmental Conditions**

The equipment considered and the complete installation shall be suitable for continuous operation under the ambient conditions prevailing at site.

#### **4.3 EMC Compliance**

All gas meters and accessories shall be immune to Radio Frequency Interference (RFI) and Electro Magnetic Interference (EMI). The design and installation of all electrical / electronic equipment shall meet the RFI/EMI requirements according to IEC 61000, emission (IEC61000-6-4) and immunity (IEC-61000-6-2) requirements for an industrial environment.

#### **4.4 Hazardous Area Certification**

Gas meters shall be certified for use in designated areas when installed in hazardous area classified zones as per IEC 60079.

#### **4.5 Ingress Protection**

Gas meters shall have ingress protection to IP 54 or better in accordance with IEC 60529.

### **5.0 TECHNICAL REQUIREMENTS**

Gas meters shall be installed at commercial and industrial applications in order to meter the gas consumed by the Customers. Gas meter type shall be decided based on flow capacity, pressure rating and accuracy requirements. These meters shall be designed to operate on clean and dry natural gas. This document specifies all types of gas meters used for commercial and industrial applications in CGD industry. However, the exact requirement shall be as defined in Material Requisition and Datasheets.

#### **5.1 Diaphragm Meter**

Diaphragm meter shall be suitable for measurement of low gas flows in domestic and light commercial metering applications.

Diaphragm meter shall be designed in accordance with EN 1359:1999 + A1 Amendment 2006 or latest and shall be suitable for outdoor / indoor installations, tamper proof and corrosion resistance for a life period of 10 years.

Diaphragm meters fall into the positive displacement category as they have well defined measurement compartments that alternately fill and empty as the meter reciprocates or rotates. The meter will indicate volumetric flow based on the gear ratio, number of revolutions and fixed volume displaced in each meter revolution.

Diaphragm meter shall have an accuracy class of 1.5 and rangeability of 150:1 or better. Pressure drop across the meter shall be less than 2 mbar at  $Q_{max}$ .

Ingress protection of meter shall be IP 54 or better.

Material of construction of meter shall be steel with suitable coating on inside and outside for corrosion protection of casing. Diaphragm material shall be polyester fabric coated with rubber for an endurance life cycle of 80,000 cum. Meter shall be in accordance with EN 1359.

Diaphragm meter shall have 8-digit mechanical index (As per EN1359 – Units in  $m^3$ ). Index shall be provided with sealing arrangement to avoid tampering.

Back-run stop is to be provided to prevent the meter from running backwards in case of tampering or back flow condition. Transmission system shall be tamperproof nonmagnetic with transmission rate of  $0.01 m^3 / rotation$  for G4 & G6 and  $0.10 m^3 / rotation$  for G10 – G16.

Meter shall be provided with a device in the outlet to prevent reverse flow. Overflow protection device (Restriction Orifice) shall be provided at the downstream of meter. Material of construction of restriction orifice shall be PTFE and shall be suitable for natural gas application.

Vendor shall provide brass adaptor with 1" inlet / outlet connection. Washer shall be of PTFE material of construction and provided along with restriction orifice.

The end connection of the meters shall be protected with plastic caps. In case of flange ends, companion flanges with bolts shall be provided in each end. In case the end connections of the meters proposed by the Vendor is not in line with the end connections mentioned in the data sheets, the Vendor shall supply suitable adaptors to suit the desired end connections. Companion flanges with bolts if supplied shall be enclosed within the meter packing box.

Vendor to provide the type approval certification for meter as per EN 1359 and certification from Weights & Measures Department, India with Model & Make details included. Calibration certificate (original + soft copy) shall be provided to Client. One copy of the certificate shall be provided within the packing box of each meter.

### **5.3 Materials**

All the wetted parts including actuating mechanism shall be suitable for the fluid being handled. Material of construction of meter casing shall be either steel or die-cast aluminum with suitable coating on inside and outside for corrosion protection of casing in line with the applicable governing standards.

In case of diaphragm meters, diaphragm material shall be polyester fabric coated with rubber for an endurance life cycle of 80,000 cum. Other Internal parts shall be non – metallic to prevent from tampering like magnet.

Vendor shall use suitable material parts, provide proper surface finish, hardness and clearances, wherever possibilities of galling exists.

For corrosion service, the material selected shall be in compliance with the requirements of NACE MR-0175 / ISO-15156 latest editions.

### **5.6 Name plate**



Each gas meter shall be marked in legible characters, which are permanently visible in accordance with BS EN 1359 / OIML R137 or latest:

- a. Type approval mark and number.
- b. Manufacturer's name and Identification Mark.
- c. Serial Number, Model Name and Model Number.
- d. Flow Rate – Max ( $Q_{max}$ ) & Min ( $Q_{min}$ ) - (m<sup>3</sup>/h)
- e. Maximum Working Pressure  $P_{max}$  (bar)
- f. Flow Direction
- g. Nominal value of the cyclic volume, V (dm<sup>3</sup>)
- h. Number and date of EN Standard
- i. Ambient temperature range (°C)
- j. Gas temperature range (°C)
- k. Accuracy class of the meter, e.g. Class 1.5
- l. Month & Year of Manufacture.

Type approval number shall be issued by Department of Legal Metrology (W&M) (Government of India). ATEX Marking shall be as per directive 94/9/EC on the electrical / electronic device or module certified.

Owner unique serial number shall be marked on the meter as per the standard procedure followed by Owner, which will be communicated to the successful bidder.

## **6.0 FABRICATION AND PAINTING**

Vendor shall obtain approval in writing from the Purchaser before start of fabrication of diaphragm meter. Vendor shall submit the required Specification, drawings & documents for approval. Also Vendor shall refer the relevant codes and standards for manufacturing herein.

Painting shall be such that there is no rust formation on the Meter when exposed continuously to the corrosive atmosphere. All carbon steel bolting shall be hot dip galvanized or cadmium plated and bi-chromated.

Aluminium components shall be anodized then coated with epoxy paint.

The Supplier's painting standard will be considered as an alternative offer provided it meets or exceeds the preceding requirements.

## **7.0 INSPECTION AND TESTING**

Vendor shall perform all inspection and testing as per project specification requirements and as per relevant codes, prior to shipment. The inspection and testing for diaphragm meters shall be carried out as per approved Inspection and Test Plan (ITP).

Vendor shall submit the Inspection and Testing Plan for proprietary items / special items for approval. Vendor shall submit the test certificates to the Company for the tests conducted during the manufacturing process hazardous area certification test and calibration test.



Verify that all terminals for interconnecting wiring between units are accessible for connecting and checking. Terminal blocks should be numbered and where 2 or more are present, should have block identification. Interconnecting cables shall be color coded or numbered.

All electrical wiring shall be checked for continuity and insulation test.

## **7.2 Functional Testing**

Each gas meter shall be accurately calibrated and tested by the Manufacturer at the normal working conditions specified in the attached data sheet. All test equipment used for testing shall have traceability to national standards.

## **7.3 Installation, Testing & Commissioning**

The Supplier shall assist during erection, testing and commissioning of gas meters at site. The bidders shall indicate separate pricing for this purpose in their offers, if applicable.

## **7.4 Guarantee / Warranty**

Vendor shall guarantee that the complete scope of supply shall be safely and reliably meet all of the requirements of this Company Specification.

Generally, the Vendor shall provide warranty support for a period of 12 months from the date of supply or 18 months from the date of manufacturing. Warranty shall apply to defective material workmanship and facility design. The cost of correction / replacement of any warranty items shall be borne by the Vendor.

The job specifications / data sheets shall be referred for any specific warranty / guarantee.

## **8.0 MARKING, PACKING AND SHIPMENT**

Vendor responsible for gas meter and its accessories shall ensure that all equipment, associated materials and accessories are designed properly packed, and secured for transit to site without damage.

Supplier / Vendor shall provide a detailed packing list for all the items been supplied. Necessary accessories supplied shall be packed in the main package box for which accessories are been supplied.

The calibration certificates of each item shall be enclosed within the package box. Each package box shall be tagged with the Purchase Order number (unique identification is required).

The package box shall be suitable for inland transport or seaworthy (if imported). Necessary precautions and pre-requisites shall be considered by Supplier for package delivery to the concern Client site / location / workshop.

Vendor shall provide and submit his standard "Marking, Packing and Shipping Procedures" for review by Client.

Vendor shall specify any conditions, normal or special, to be verified in intermediate storage and during transport.

Equipment shall be suitably packed including any dismantling, transit fastening and bracing necessary to prevent distortion or damage during transit.

Adequate protection shall be provided to prevent mechanical damage and atmospheric corrosion in transit and at the job site.

Preparation for shipment and packing will be subject to inspection and rejection by Company's inspectors. All costs occasioned by such rejection shall be to account of the Vendor.

## **9.0 SPARES AND ACCESSORIES**

The following spare philosophy shall be followed in case it is not covered in Job Specification.

The Vendor shall include with the bid, recommended spare parts list for start-up, pre-commissioning and two year operation as per following:

- a. Itemized recommended spare parts list for start-up and pre-commissioning;
- b. Itemized recommended spare parts list for two years operation.

Vendor shall submit recommended accessories and special tools required for operation and maintenance of gas meters for Company's review.

All the spare parts furnished by Vendor shall be wrapped and packaged to preserve an original as-new condition under normal conditions of storage. The same parts shall be properly tagged with stainless steel tags and coded so that later identification as to their intended equipment usage shall be clear.

All items supplied shall be packaged separately and clearly marked as "Spare Parts" and shipped with the equipment.

## **10.0 DOCUMENTATION**

The following documentation requirements shall be fulfilled by the Vendor at various stages of bidding and execution of order.

Whenever Client and/or Client's representative's review and/or approval is requested on a document to be submitted by the Contractor / Supplier or before an action is implemented by the Contractor / Supplier, such review and/or approval shall always be requested in writing by the Contractor / Supplier to the Client and/or the Client's representative before any action subject of this review and/or approval is taken.

Documentation provided by Vendor shall be in English language only.

Client and/or Client's representative approval shall always be given in writing.

### **10.1 Documentation Required with Technical Bid**

During bidding stage, Vendor shall submit in his offer the following documents as a minimum:

- a. Specification, Data Sheets along with sizing calculations
- b. Bill of Materials including Vendor List, Details for third party items
- c. Catalogues and manuals
- d. Quality Assurance Plan
- e. Weights & Measures Approval Certificate
- f. Type approval / Compliance / Examination Certificate confirming to the governing standard
- g. Pressure Drop Calculations
- h. Performance Curves

- i. Deviations from technical specification, if any, with proper justification
- j. Supplies against major orders for natural gas application (PTR).

The Vendor shall provide at the time of tendering a complete detailed engineering package in accordance with the Purchaser's data requirement and shall include but not necessarily be limited to the same.

## **10.2 Documentation Required for Approval**

Upon placement of Purchase Order, Vendor shall submit as a minimum the following drawings, documents and specifications for the Company's approval:

- a. Datasheets of meters and all accessories supplied
- b. Bill of materials including Vendor list, details for third party items
- c. Catalogue and Technical literature of commercial meters in English
- d. Weights & Measures Approval Certificate
- e. Type approval / Compliance / Examination Certificate confirming to the governing standard
- f. Installation, Operation and Maintenance Manual
- g. Sizing Calculations
- h. Assembly drawings with overall dimensions
- i. Detailed sectional drawings showing all parts with reference numbers and material specifications of meters and all accessories supplied
- j. Welding, heat treatment, inspection and testing procedures.
- k. Painting Specification
- l. Calibration Certificates
- m. Material Test Certificates
- n. Quality Assurance Plan
- o. Any other documents.

Upon approval and completion of testing, full set of above documentation shall be submitted to Client in 2 sets of hardcopy format and 1 no. of CD in soft copy (PDFs) format.

## INSTRUMENT DATA SHEET

### Group A - Datasheet for Diaphragm Gas Meter/Smart Meter

Rev.

General

1	Meter Type	Gas Meters	
2	Quantity	Refer Table below	
3	Service	Natural Gas	
4	Governing Standard	EN 1359:2000 (or latest) / OIML R137	
5	Approval	Type approval certificate as per Governing Standard	
6	Installation	Suitable for outdoor / indoor installations, tamper proof and corrosion resistance for a life period of 10 years.	
7	Environment Protection	Mechanical Environment M2 & Electronic Environment E2	
8			

Process Conditions

9	Flow (Min / Max)	Refer Table below	
10	Accuracy Class	Class 1.5	
11	Accuracy	$\pm 3\%$ (Qmin to 0.1Qmax) and $\pm 1.5\%$ (0.1Qmax to Qmax)	
12	Rangeability	150:1 or better	
13	Cyclic Volume	Minimum*	
14	Design Pressure	500 mbar	
15	Pressure Drop	< 2 mbar	
16	Operating Temperature	-10° to 55°C	

17	Meter Type	Refer table below	
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Meter

18	Body Casing	Steel with suitable coating on inside and outside for corrosion protection of casing.	
19	Corrosion Protection	Suitable coating on inside and outside of casing	
20	End Connections	Threaded *	
21	Centre to Centre Distance	Refer Table below	
22	Ingress Protection	IP-54 or better	
23	Sensor MOC	For Diaphragm Meter : Polyester fabric coated with rubber for an endurance life cycle of 80,000 cum. For other type of Meter : MOC as per OIML R137	
24	Other Internal Parts	All meter internals shall be non – metallic to prevent from tampering like magnet.	
25	Back-run Stop	Required to prevent the meter from running backwards in case of tampering or back flow condition.	
26	Transmission Rate	For Diaphragm Meter: 0.01 m <sup>3</sup> / rotation for G4 & G6 and 0.10 m <sup>3</sup> / rotation for G10-G25. For other types of Meter: Vendor to specify.	
27	Transmission System	Tamperproof	
28	Max. Index Reading	8 Digit index with auto reset facility	
29	Unit of Measurement	CM (Cubic meter)	
30	Ingress Protection	IP-54 or better	
31	Reverse Flow Restriction	Meter shall be provided with a device in the outlet to prevent reverse flow.	
32	Over-flow Protection Device	For Diaphragm Meter : Restriction Orifice (RO) required at downstream of meter. For other types of Meter : Vendor to specify.	

Index

Meter

S No.	Meter Type	End Connections *	C-C Distance *	Min / Max. Flow (At Actual Conditions)
1	G-4	DN 20 / 3/4" NPT	110±2 mm	0.04 / 6.0 m <sup>3</sup> /hr
2	G-6	DN 25 / 1" NPT	250±2 mm	0.06 / 10.0 m <sup>3</sup> /hr
3	G-10	DN 40 / 1 1/2" NPT	250±2 mm /280±2mm	0.10 / 16.0 m <sup>3</sup> /hr
4	G-16	DN 40 / 1 1/2" NPT	280±2 mm	0.16 / 25.0 m <sup>3</sup> /hr
5	G-25	DN 50 / 2" NPT	335±2 mm	.25/40.0 m <sup>3</sup> /hr

Notes:

1 Vendor to specify. \*

2	Type Approval Certificate and Weights & Measures Certificate along with Model & Make information shall be provided for meters supplied.	
3	Calibration certificate (original + soft copy) shall be provided to CUGL. One copy of the certificate shall be provided within the packing box of each meter.	
4	Meters shall be provided with brass adaptors with free loose nut & PTFE washer (2mm) for converting the port size to 1" NPTM for inlet / outlet end connection. Spare washer (5 pairs) shall be provided with each meter.	

		<b>QUALITY ASSURANCE PLAN FOR GAS METERS</b>				Project : City Gas Distribution Project in Kanpur, Unnao, Bareilly & Jhansi				
						Client : CUGL				
						Consultant :				
						QAP. No.:				
						Rev No.				
						Date				
S.No	Components & Operations	Description of Test	Category	Extent of Check	Ref. Doc. & Cl.no.	Acceptance Criteria	Format of Record	Inspection		Remark
								Manufacturer	TPIA	
	<b>Body &amp; internal parts</b>	Material of Body & Trim	Physical properties/ Chemical composition	1 sample per heat	Approved data sheet	Applicable Material std.	Material test Reports	P	R	
	<b>Assembly</b>	Dimension-Size, rating, end connection	visual	100%	Approved drwg/doc	Approved drwg/doc	Inspection Format	P	R	
		Degree of protection	Test	10%	Approved data sheet	Applicable stdard.	Test report	P	R	
		Body Hydro Test	Test	100%	Approved data sheet	No leakage	Test report	P	R/W	At least 5% to be witnessed by TPIA
		Calibration, accuracy	Test	100%	Approved data sheet	Approved data sheet	Test report	P	R/W	At least 5% to be witnessed by TPIA
		Functional test	Test	100%	Approved data sheet	Approved data sheet	Test report	P	R/W	At least 5% to be witnessed by TPIA
<b>LEGENDS: R - Review, W - Witness, P - Perform, TPIA - Third Party Inspection Agency, R/W-Review and witness</b>										



Notes: -

- 1) The above mentioned testing and acceptance criteria are minimum requirements , however , supplier shall ensure that the product also comply to the additional requirements as per technical specifications and data sheets.
- 2) The supplier shall submit their own detailed QAP prepared on the basis of the above for approval of Owner / Owner's representative and TPIA.
- 3) TPIA shall have right to inspect minimum 10% of all manufacturing activities on each day or as apesified above.
- 4) TPIA along with Owner / Owner's representative shall review / approve all the documents related to QAP / Quality manuals Drawings etc. submitted by supplier.
- 5) 5) TPIA shall also review the test certificates submitted by the manufacturer.
- 6) Supplier shall in coordination with sub vendor shall issue detailed production and inspection schedule indicating the dates and the locations to facilitate Owner / Owner's representative to organise Inspection.
- 7) Supplier shall submit their own Detailed QAP and meter index format Duly Signed and Stamped
- 8) .8)TPIA shall review all the reports 100%.

# **SCHEDULE OF RATES (SOR)**

## **SECTION-VIII**

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

**SCHEDULE OF RATES (SOR)**

Item No.	Item Description	UoM	Qty.	Unit Price including P&F, Freight including & unloading at CUGL stores (Kanpur/Bareilly/Unnao/Jhansi location) (Rs.)	Per unit GST		Total Unit Price including P&F, Freight including insurance & unloading at CUGL Site including GST Col ( 5+6)	Total price at CUGL Store (Kanpur/Bareilly/Jhansi/Unnao) inclusive of GST Col (7 X 4)
					%	Amount		
1	2	3	4	5	6		7	8
					%	Amount	Amount	Amount
1	G-4 Commercial Diaphragm Meters with Brass Adapter	Nos.	40	To be quoted our e-tender portal				
2	G-6 Commercial Diaphragm Meters with Brass Adapter	Nos.	50	To be quoted our e-tender portal				
3	G-10 Commercial Diaphragm Meters with Brass Adapter	Nos.	10	To be quoted our e-tender portal				
4	G-16 Commercial Diaphragm Meters with Brass Adapter	Nos.	8	To be quoted our e-tender portal				
5	G-25 Commercial Diaphragm Meters with Brass Adapter	Nos.	4	To be quoted our e-tender portal				

- Note:
- The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly
  - Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST)
  - 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.

Signature of  
Authorized Signatory

DATE : NAME :  
PLACE: DESIGNATION :