



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

**BID DOCUMENT FOR THE PREPAID
GAS METERS (NB-IOT SIM BASED)
ALONG WITH DEPLOYMENT,
INTEGRATION AND SERVICE CHARGES
FOR 03 YEARS FOR KANPUR,
BAREILLY, UNNAO & JHANSI ON ARC
BASIS**

BID DOCUMENT NO : CUGL/C&P/TEN2324/35

E-TENDER NO. : 55197

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/TEN2324/35

Date: 19.06.2023

To,

Kind Attn: Mr.

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	Procurement of Prepaid Gas Meters along with Deployment, Integration and service charges for Kanpur, Unnao, Bareilly and Jhansi
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	Rs. 4,95,482/-
7.	Pre-Bid Meeting	<u>NA</u>
8.	Bid Due Date with Time	<u>30.06.2023 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

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

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

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

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

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

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, 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.	Three year Audited Balance sheet (FY-2019-20, 2020-21 & 2021-22) alongwith ITR duly complied with UDIN	
3.	BEC Related documents as asked in BEC	
4.	SOR Quoted	
5.	All forms and formats F-1 TO F-16 to be filled with all required details	
6.	MSME/Udyam certificate (Small & Micro)	
7.	EMD/Bid Security (If bidder not MSME)	

Place:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

ITB
(INSTRUCTION TO
BIDDER)

SECTION -II

GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

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

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

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

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9081003339/7968136832

E-mail id: allocation@eptl.in/ info@abcprocure.com

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr. Sunil Kumar

E-mail: snkumar@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Ms. Sushmita

E-mail: sushmita@cugl.co.in

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

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

2.0 ELIGIBLE BIDDERS:

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

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

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

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

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

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

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

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

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

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

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

- 4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes

& duties etc. incurred thereof. Further, CUGL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

6.0 SITE VISIT

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

B BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENT

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

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

8.0 CLARIFICATION ON BID DOCUMENTS

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

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

9.0 AMENDMENT OF BID DOCUMENTS

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

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

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

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 10.2 In the event of submission of any document/certificate by the bidder in a language other than English, the Bidder shall submit the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country.

10.0 DOCUMENTS COMPRISING THE BID

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

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

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

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

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

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

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.

- a. 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 WITHDRAWAL 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. 29 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.

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

40.0 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 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. The term OWNER includes successors, assigns of CUGL
- 1.14** PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the CONTRACT documents.
Project DESIGNATES THE AGGREGATE OF THE Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities

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

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

- 1.17 SITE designates the land and/or any other premises on, under, in or across which the goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACTOR shall mean order placed by the Supplier, for any portion of the contracted work, after necessary consent and approval of OWNER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SUPPLIER with the consent in writing of the OWNER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract 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. Performance Guarantee 12.1 Within 21 days after the Seller's receipt of notification of award of the CONTRACT, the **SUPPLIER** shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the OWNER, in the bidding documents, for and amount equivalent to 3% of total order value (Excluding Operation, Maintenance charges & GST but inclusive of erection & commissioning charges) of the CONTRACT.

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

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

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

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

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

13.0 Inspection, and/Testing &Expediting 13.1 The OWNER or its representative shall have the right to inspect or to test the GOODS to confirm their conformity to the contract specifications. The special conditions of contract and /or the Technical

Specifications shall specify what inspections and tests the OWNER requires and where they are to be conducted. The OWNER shall notify the SUPPLIER in writing the identity of any representative(s) retained for these purposes.

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

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SUPPLIER shall be witnessed by the inspector. Therefore, seller shall confirm to purchaser by fax or e-mail about the exact date of inspection with at least 30 days notice. SUPPLIER shall specify the goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

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

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

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

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

13.15 Inspection & Rejection of Materials by consignees

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

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

14.0 Time Schedule & 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 be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

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

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

14.2 Progress Trend Chart / Monthly Report

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

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

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

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

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

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

15.0 Delivery & Documents

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

15.2 Delivery shall be deemed to have been made:

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

16.0 Transit Risk

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

Insurance Requirements:

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

17.0 Transportation 17.1

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

18.0 Incidental Services

- 18.1 The supplier may be required to provide any or all of the following Services:
 - 18.1.1 Performance or supervision of onsite assembly and/or start up of the supplied goods.
 - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warrantee/guarantee obligations under the contract.
- 18.1.4 Training of the Owner's personnel at supplier's plant and/ or at site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Owner will bear boarding, lodging & personal expenses of Trainees.
- 19.0 **Spare Parts** 19.1 Supplier may be required to provide any or all of the following materials &
Maintenance Tools notification pertaining to spare parts manufactured or distributed by the
Lubricants supplier.
- 19.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Owner of the pending termination, in sufficient time to permit the Owner procure needed requirements, and
 - ii) Following such termination, furnishing at no cost to the owner, the blue prints, drawings and specifications of procure needed requirements, and
- 19.3 Supplier shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :
- 19.4 The construction, execution and commissioning.
- 19.5 Three (03) years Service Charges
- 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 or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the plant for which the materials supplied under the contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the supplier is notified thereof, supplier shall, at his own expense and as promptly as possible, make such permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

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

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

work/materials and supplier shall reimburse owner all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

21.0 TERMS OF PAYMENT: As per Special Conditions of Contract (SCC)

22.0 Prices

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

23 Subletting & Owner's

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

24 Time As Essence

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

25 Delays Seller's Performance

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

- i) Hire for period of delay from elsewhere goods which in Owner's opinion will meet the same purpose as the goods

which are delayed and supplier shall be liable without limitation for the hire charges; or

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

26 Price Reduction 26.1

In case, vendor fail to complete the work within the stipulated period, then unless such failure is due to force majeure as defined in the bid document, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of material covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total 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 not 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 Language31.1

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)

TECHNICAL CRITERIA

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

2. The bidder (manufacturer) must have successfully supplied at least 2500 nos. G1.6 Domestic Gas Meters in compliance with applicable codes and standards to any of city gas distribution company in India, in the last seven years reckoned from the bid due date.

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

- Purchase Order/ Work Order copy
- Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ Consultant or their authorized representative/ copy of invoices along with Bill of Lading/ GR for relevant orders or any other documents confirming supply of materials.
- Meters shall be approved to EN 1359 latest edition or OIML R137 – 1&2 latest edition and with the other applicable codes, standards and legal requirements. Valid approval certificate for compliance of the offered model of the gas meter to the requirement of latest EN1359 or OIML R 137 – 1&2 from any recognized agency.
- Valid certificate of type approval issued by Director of Legal Metrology (Government of India) for each of the offered models of gas meters.
- Offered meter shall offer protection level of IP-65. Certificate of compliance shall be submitted along with bid.
- AMR Module of offered meter should be ATEX compliant. Certificate of compliance shall be submitted along with bid
- Equipment type approval issued by Government of India for offered model.

1.2 FINANCIAL CRITERIA

Annual Turnover

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

Minimum annual Turn Over : Rs. 123.87 Lacs.

Net worth

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

Working capital

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

Minimum working capital : Rs. 24.78 Lacs

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

In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years (*In case Government extends the time line for submission of Financial returns, then the same shall be applicable here as well*).

Bidder shall meet the qualification criteria as stated Bid Evaluation Criteria. Bidder shall furnish following documents along with the bid, to justify meeting the stipulated qualification criteria.

- Annual audited reports including Balance Sheets and Profit & Loss account statement for which the data to be provided so that the data provided above can be verified. In case, Audit is not mandatory as per the Statutory Norms for Bidder, it is required to submit a copy of his Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.
- Owner reserves the right to get direct feedback from user on satisfactory performance

Evaluation of bids shall be done on package basis.

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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India_____

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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: _____

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

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhapur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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:
Date:

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

F-7

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

To,

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

Dear Sir,

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

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

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

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

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

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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.

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years for Kanpur, Unnao, Bareilly and Jhansi.

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

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

otherwise complete in all respects.

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-15

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

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

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

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

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

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

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

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

Instructions:

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

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

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

Bid Document No: CUGL/C&P/TEN2324/35

SUB : Procurement of Prepaid Gas Meters alongwith Deployment, Integration and service charges for 03 years for Kanpur, Unnao, Bareilly and Jhansi.

SL · N O.	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.

SCOPE OF WORKS (SOW)

SECTION-VI

INTRODUCTION

Central U.P. Gas Limited (CUGL) is a joint venture company of Gail & BPCL is responsible for distribution of Natural Gas for Domestic, Commercial & Industrial sectors including setting up CNG refuelling stations for vehicles etc. in district of Kanpur, Unnao, Bareilly, Jhansi.

Central U.P. Gas Limited (CUGL) (hereinafter referred as Owner), is supplying piped natural gas (PNG) to domestic, commercial and industrial consumers and compressed natural gas (CNG) to automobiles in above mentioned GAs through its CGD and CNG networks. CUGL intends to develop its CGD and CNG network in above mentioned and is now inviting tenders on Competitive Bidding basis for procurement of “ 5000 nos. G1.6 Prepaid Gas Meters (NB-IOT SIM) Based along with deployment, Integration and service charges for a period of 03 years” for this project.

The present document covers the technical specifications for the enquiry.

SCOPE

1.1. The scope of work shall cover Design, engineering, manufacturing, testing, inspection, supply, preparation for shipment , transportation, loading & unloading, Network charges, service provider connection, integration of payment gateway system of “G1.6 Prepaid Gas Meters (NB-IOT SIM) Based” along with integrated AMR, auto shut off valve, Battery for AMR, SIM cards, cloud server with software, dashboard for client monitoring & controlling, online price change facility, Data hosting, networking components and documentation etc as per technical requirements/ specification for City Gas Distribution Project.

NOTE

1. AUTO SHUT OFF VALVE IS REQUIRED IN PRE-PAID METER

2. For NB-IOT connectivity, Vendor shall ensure availability of communication facility in all the areas. It's vendor's responsibility to arrange the same with all required infrastructure without any cost to client in case of non-availability.

1.2. Services as per SOR of prepaid type SMART Meters including replacement of faulty meter, data collection, report generation etc as per tender specification.

1.3. SUPPLIER'S SCOPE OF WORK & SERVICES

1.3.1. Domestic diaphragm Pre-paid type with AMR meter as per data sheet enclosed herewith along with NB-IOT SIM, Battery for AMR, cloud server, Data hosting, Data hosting charges etc.

1.3.2. Recharging facility for customer via upi/credit card/ debit card/net banking. Customer shall be able to pay through web application or Mobile application. Entire payments shall be made to CLIENT through Vendor's payment gateway.

1.3.3. All the required software for bidirectional communication, meter to cloud server, cloud server to client SAP/payment Gateway server and mobile apps will be developed by contractor. All these networks shall be secured from theft, unauthorized intrusion and malwares.

1.3.4. Gas meters shall be installed by the Client.. Upon receiving site readiness intimation from CLIENT, the Contractor shall initiate the commissioning of metering system for the given location. Commissioning shall involve geo-tagging of the meter, sync of meter data with CLIENT provided data and establishment of communication in all aspects. Contractor shall capture minimum one photograph of the commissioned meter and shall store in server as per advice of Client up to contract period.

1.3.5. Provision of alarm/customer complaint with closure report with BP no. shall be logged for 05 Yrs.

1.3.6. CONTRACTOR shall assist in commissioning the gas meters within 5 days after CLIENT's intimation of completion of meter installation. Commissioning cost to be included in the meter supply cost, data hosting cost, no separate cost is envisaged for commissioning & and data hosting. Configuration of ASSET ID for each meter after commissioning.

1.3.7. Meter index readings need to be collected at server end at every recharge or as & when required on real time bases. This data report shall be relayed to CLIENT in .csv/.xls or any other format as per requirement of CLIENT.

1.3.10. Disconnect Device: Pre paid Smart Meters shall have an in-build disconnect device (Valve) to disconnect Gas supply on pre-configured events/allocated gas volume/balance (negative). This device shall be mainly used to facilitate functionality like Pre-payment or ON/OFF. The system should be programmed to be user friendly. The system should be configurable to ensure gas supply is not interrupted during out of office hours, weekends or public holidays. Closing event/negative balance/allowance below threshold limit will be discussed with successful bidder during detailed engineering stage. Contractor program meter logic accordingly.

1.3.11. Providing 05 nos. training to Purchaser's personnel pertaining to handling, installation and commissioning of meters, all associated software at purchaser's place.

1.3.12. The supplier shall comply with local statutory regulations of Legal metrology and Supplier shall specify and include the hardware/software, which are not specially mentioned but are required to complete the commissioning /functioning of metering system as per specification and statutory requirement.

1.3.13. Contractor shall carry out fortnightly checks / inspection of setup and shall prepare report and submit to Client.

1.3.14. Battery in metering unit shall be replaceable and encapsulated inside the unit casing to avoid tampering. The manufacturer shall apply a physical seal to the battery compartment to prevent the interference from customer. It shall retain all information contained within it during the battery change. Following the battery change, any clock shall maintain the correct time. Contractor shall provide spare batteries support as and when required up to 10 year from the date of last supply under this contract.

1.3.15. The gas meter must have the warranty of 10 years towards design, materials, workmanship & quality of process/ manufacturing of gas meters under this contract for due and intended performance of the same, as delivered under this contract. In the event any defect is found by client/contractor up to a period of 120 months from the date of supplies made under the contract, Contractor will be liable to undertake to replace/rectify such defects at its own costs, within 60 days from the date of intimation or mutually agreed time frame

1.3.16. Contractor shall replace any component of the unit, which is affecting the performance of the unit.

1.3.17. Contractor shall submit the details of FAQs, trouble shooting, OEM recommended maintenance which shall be followed throughout the contract period.

- 1.3.18. Contractor shall establish and demonstrate the signal communication between gas meters and contractor's cloud server to CLIENT.
- 1.3.19. Attend to client's demands regarding report abnormality or absence and provide justification / rectification against any mismatch or issue raised within prescribed period.
- 1.3.20. There may be a possibility for relocating the existing meter (10% of total supplied quantity) to different location, this meter shall be reconnected and interface with cloud server at no extra cost to CLIENT.
- 1.3.21. Contractor shall support the supplied software for entire duration of contract. In case any updation of the software/system is required, Contractor will update the same without any additional cost to CLIENT.
- 1.3.22. Supply and installation of required license, software etc for server/cloud server will be in the scope of Contractor.
- 1.3.23. CONTRACTOR shall provide facility of viewing and extracting reports according to requirement and in the format desired by CLIENT through dashboards / web-based software. CONTRACTOR to support CLIENT to resolve any issues related in viewing and extracting report and modification of report layout in future as required by CLIENT without any cost implication.
- 1.3.24. Contractor shall submit detailed Functional Design Specification for all software and hardware (e.g., Server specifications and compliances, platform specifications, database etc.) post award within 15 days of LOI for client approval.
- 1.3.25. The system supplied by CONTRACTOR shall be suitable to add or delete consumers as and when required by CLIENT. The changes required for addition/deletion in software/system shall be done by the CONTRACTOR. The modification is to be done seamlessly without disturbing the billing system of CLIENT.
- 1.3.26. SOFTWARE/FIRMWARE: CONTRACTOR shall be responsible to upgrade any software/firmware as and when required for optimum performance of the services without any cost to CLIENT. CONTRACTOR shall take approval from CLIENT before performing such activity. Any interface issue arising due to such activity shall be under scope of Contractor. The software upgrade shall be seamless and shall not hinder the billing process. System shall be restored within 24 hrs of software or firmware upgrade.
- 1.3.27. CODE OF CONDUCT: Good conduct shall be maintained by CONTRACTOR's personnel while having any interface with CUSTOMER/CLIENT. CONTRACTOR personnel shall always carry CLIENT's provided Identification Card and also any Government of India issued ID card (e.g. Adhaar etc.) in support. CLIENT shall not be liable for any misconduct or mal practices adventured by CONTRACTOR's personnel during any operation.
- 1.3.28. System energy usage: All components of the Metering System shall be designed so as to minimize their energy usage. The combined energy usage of components shall have a defined operational life and the same shall be clearly specified in the offer.
- 1.3.29. Tamper Protection: All components of Meters or of Metering Systems should be suitably protected from interference or tamper like magnetic tamper etc.. This means protected by the seals. Therefore, the use of slots, flaps or hatches that could compromise the physical integrity of the meter is accessible with an appropriate sealing mechanism. In case of low battery/battery failure, the shut off valve shall close.
- 1.3.30. Identification and serial numbers: All components of a Metering System shall be uniquely identifiable both electronically and mechanically. In the case where modular construction is employed, a means to identify individual modules shall be provided.

1.3.31. Branding: All components of the Metering System shall be branded as "Property of the asset Client".

1.3.32. IDENTIFICATION OF MISHANDLING OF ASSET/EQUIPMENT: contractor shall be responsible to inform the client upon identification of any kind of malpractice or mishandling of ASSET at Customer premises.

1.3.33. IDENTIFICATION OF THEFT OF THE ASSET/EQUIPMENT: contractor shall be responsible to inform the client upon identification of theft of the ASSET at Customer premises.

1.3.34. SAP INTEGRATION: The contractor's scope for SAP (HANA/B1) integration (bi-directional) shall include meter data capturing, installation information, commissioning information, Customer details, inserting of meter reading, generation of prepayment receipt.

2.0 GENERAL

2.1. Definitions

Subject to the requirements of the context, the terms (hereafter listed in alphabetical Order) used in this specification are given the following meaning:

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/SUPPLIERS.

2.2. Codes, Standard and Legal Requirements

- BS EN: 1359:1999+A1 Amendment 2006 or latest.
- ATEX: 94/9/EC/ or 2014/34/EC Directive or latest.
- IEC 60529: Degrees of Protection Provided by Enclosure
- ANSIB1.20.1: Pipe Threads
- ISO 27001: Information security standards.
- PNGRB T4S
- The design, manufacturing, materials, testing of the meters shall be in accordance with the international codes and standards mentioned in the present specification.

- Meters shall be approved to EN 1359:2006(latest) and with the other applicable codes, standards and legal requirements.
- Meters shall be in compliance of PNGRB/T4S requirement.
- Unless otherwise specified, the latest editions (latest) of the standards mentioned herein this specification, including all addenda and revisions, shall apply. The Contractor shall furnish (along with the technical bid) a copy of the approval documents, certificates (in English language only) for each of the offered model, for compliance to the requirements of following standards:
 - Meters shall be approved to EN 1359 latest edition or OIML R137 -1&2 latest edition
 - The offered meter model shall have certification for specified flow and accuracy from the Weights & Measurement Department of the country of origin. The certificate(s) shall be in English language or in the language of originating country along with English translation. Bidder shall submit the copy of such certificate(s) to along with bid or Vendor to arrange for Weights and Measures approval from Indian Authorities.
 - Bidder shall be registered manufacturer with Director of legal Metrology, Government of India. In case, the bidder is importing the offered model gas meter from overseas (i.e., from outside India), the bidder shall furnish a copy of import registration certificate issued by Director of legal Metrology, Government of India
 - Valid approval certificate for compliance of the offered model of the gas meter to the requirement of latest EN1359 or OIML R 137 -1&2 from any recognized agency.
 - Valid certificate of type approval issued by Director of Legal Metrology (Government of India) for each of the offered models of gas meters.
 - CLIENT allows the Contractors to submit the required approval certificate of Weights and Measurement (W&M) department of India for the meters at the time of supply. In case Contractors are unable to provide the required W&M certificate at that time, CLIENT shall reject their order. Undertaking for this shall be submitted by Contractors along with the bid.
 - The electronic index & battery compartment (S) covers shall give protection against the ingress of dust & water as per EN 60529.
 - PESO/ ATEX certification Zone 2 for Modules/ electronic/electrical items.
 - IP 54 shall be Minimum Protection provided for meter and AMR/MIU shall be of IP 65 class. In case of AMR/MIU is integrated with meter then entire meter shall be IP 65.
 - Availability of importing license for meters to be imported.

3.0 INFORMATION SYSTEM

3.1. Information security threats are global in nature, and indiscriminately target every organisation and individual who owns or uses electronic information. These threats are automated and loose on the internet. In addition, data is exposed to many other dangers, such as acts of nature, external attack, and internal corruption and theft. In addition, as Bidder shall be handling public data on cloud server, necessary encryption standards shall be adhered for data security as per relevant international standards (ISO 270001). Bidder shall provide the list of standards complied along with the bid offer.

3.2. To a maximum extent, Bidder shall use and implement the communication system using Open system protocols. Wherever, proprietary protocols are being complied or utilized, bidder shall intimate along with Bid offer and the Bidder shall maintain 100% interoperability at the time of handover of the system to Client at no cost to Client.

3.3. It shall be the responsibility of the bidder to provide all necessary software/hardware, which are not specifically mentioned but required for proper functioning of the complete system.

3.4. Bidder to ensure the Confidentiality, Integrity and Availability of the information at cloud server. Bidder to provide information of the cloud server, server specifications and server performance characteristics along with Bid offer.

4.0 TECHNICAL EVALUATION REQUIREMENT

4.1. All the documents submitted along with technical bid shall be in English Language only. If any document from OEM is in different language, bidder shall submit the English translation of the same along with the bid.

4.2. Any deviations from the specification should be submitted in tabular format specifying the clause no with the bid. In case of no deviation bidder should also submit the same mentioning NO DEVIATION. Compliance with technical specifications will be taken for granted if deviations are not specifically mentioned.

4.3. DOCUMENTS TO BE SUBMITTED AT THE TIME OF BIDDING

- Datasheets
- Battery life calculation
- Performance curves
- Technical catalogues for relevant models offered.
- Deviations from technical specification, if any.
- Supplies against major orders for natural gas application (PTR)
- Type approval certificate as per BS EN 1359:1999 + A1 Amendment 2006 or latest

5.0 POST BID DOCUMENTATION

5.1. The bidder shall submit following documents along with the material: (Please refer to Material requisition for exhaustive list)

5.2. Material test certificates for physical properties and chemical composition.

5.3. Calibration certificates. (Hard copy of original with Soft copy (Pendrive) shall be supplied to client).

6.0 Prepaid Meter

6.1. The following are in the scope of Contractor:

- License from government bodies for use of frequency band. Equipment type approval from concerned authorities like Wireless Planning & Coordination Wing (WPC)/ WEEE/ ROHS.
- Necessary mounting supports shall be supplied by the contractor.

AMR should be OPC compliant and should be shared with CLIENT. AMR should have ability to send the data to server directly using NB-IOT network. If any application is required to be installed at server for accessing the data, it will be in the scope of Contractor.

6.2. DATA STORAGE FACILITY

- Data security through password facility and hardware sealing.
- Parameters and programmed constants shall be stored in memory.
- Data storage facility shall be provided during communication break between server and meter. After recovery of communication backfill shall be done.
- The stored data should be retrievable by using laptops/mobile application/ centralized system.
- Memory meter data reading as specified by contractor shall have facility to delete on a first in first out basis, wherever required. Priority shall be given to certain events, which shall not be deleted unless the removal is carried out by authorised person. There shall be NO provision to deleted data manually. The contractor shall ensure cumulative basis monthly reading OR as required.

- Meter shall have time stamp for all stored data. Gas meter shall have the facility to configure the Year wise calendar/holiday list for 02 years in the meter from the factory itself or shall be updated where meter associated device get connected with server in case the same is not configured from factory. Moreover, regularly updated during contract period.
 - System should be capable to store hourly log, Daily log, event logs & battery health for ten year.
- 6.3. AMR/Meter shall have facility of easily readable LED/LCD display showing battery life remaining/low battery, balance payment/available gas volume limit.

7.0 SERVER

7.1. Cloud server should comply to ISO27001. Cloud Server shall be Tier-3 server with Availability of 98%. A maximum downtime of 12 hours in a 30day cycle shall be allowed for the server due to scheduled maintenance. Server shall be subjected to Audit conditions as prevailed in ISO 27001.

7.2. Contractor shall hire a third-party and shall conduct Cloud server audit once in each financial year. Intimation of Audit shall be conveyed to Client and Client may witness of the Audit at its discretion. A random audit shall be conducted by Client once in each financial year, Client shall provide intimation of such a random audit to contractor, 7 days prior to audit. Contractor shall be liable to pay the penalty, when the audit reports indicates non-availability of server more than 12 hours.

7.3. The cloud server should have provisions for scalability and shall be capable to store the data for a period of 6 months and shall provide interfaces to client server. The cloud server shall provide secured and encrypted platforms for Owner and their customers through web-services using HTTPS protocols.

7.4. CONTRACTOR shall sign a Non-Disclosure Agreement (NDA) with the purchaser at the time of kick off meeting. CONTRACTOR to comply the PCI DSS Requirement (Payment Card Industry Data Security Standard) and WEB Security – SSL (Secure Socket layer) & TLS (Transport Layer Security) Latest Version in case payment gate way belong to contractor

7.5. The server/cloud server should be OPC compliant. The Cloud or Physical Server shall be capable to manage 10000 consumers at the starting point and shall be scalable.

7.6. Contractor shall follow the integration approach as suggested by CLIENT's IT team. Contractor shall deploy their IT & SAP team for integration activity in co-ordination with CLIENT SAP & IT Team.

7.7. Contractor shall ensure the two-way integration with CLIENT system within the 30 days from supply of meter.

7.8. The data transfer should be in such a format, which is readily available for processing, access, read and uploaded in SAP and other systems. Data should be saved in compatible formats like csv/txt or any other format as per requirement of CLIENT.

7.9. Data shall be provided in common data format (CDF) for integration with General Service platform (GSP)/Business Analytics (BA)

7.10. The gas meter internal valve should get closed in case of malfunction/ tampering found with the meter.

7.11. Up-gradation of software or cloud must be carried out in lean hours i:e 01:00 – 04:00hrs

7.12. The software used should be capable of generating alarms / event. Any updation /modification in reports/formats as per CLIENT requirement shall be done by the Contractor free of cost.

7.13. Real time alarms to CLIENT in case of any malfunction/ tampering. The alarm SMS shall be sent to 3 CLIENT designated phone number and simultaneously email to 3 designated email IDs.

7.14. The software used should be capable of generating trends, alarms and graphics. Any updation /modification in reports/formats as per CLIENT requirement shall be done by the Contractor free of cost.

7.15. Battery life remaining (40%, 25% & 10%) indication shall be visible on meter & same shall reflect as a message on portal which is accessible to CLIENT, Customer & Contractor or as suggested by CLIENT. Contractor to provide battery life calculation.

7.16. System shall be capable of generating minimum following MIS (Management information System) reports. Format and contents of each report shall be mutually agreed with CLIENT/ PMC,

- Average Yearly, Half-yearly, Quarterly, Monthly, Daily Consumption pattern.
- Cumulative Quantity of Zero consumption meters,
- Cumulative Reading coverage,
- Low/ Peak consumptions,
- Tamper/Event Log,
- Exception Report,
- Above reports shall be configurable for specific Consumer, Type of installation, GA or Company wise.

8.0 SAP/JDE INTEGRATION

- The contractor shall integrate his software system with Client's SAP/JDE so that the meter reading thus collected from gas meter shall be sent to Client's SAP system from the contractor's system through integration. The infrastructure must be capable to integrate to the Client's SAP/JDE infrastructure. Detailed about SAP/JDE system will be provided to successful bidder.

- Development of communication interface module for integration of Contractor's application with SAP/JDE shall be in the scope of contractor. The necessary development for integration at Client's SAP/JDE system for consuming the data of Contractor's system shall be the responsibility of the CLIENT. Contractor shall provide technical assistance to Client's SAP/JDE team for successful integration at both end

- Contractor shall design integration flow and provide detailed document for the integration process detailing all the steps, process flow and architecture with any other technical information.

- Contractor shall submit a detailed report of impact analysis against any developments to be performed on SAP/JDE application, which shall be tested, validated and accepted by concerned Client user before moving into production environment.

- Contractor shall submit technical and functional specifications for establishment of an integrated end-to- end two-way communication.

- Contractor will be responsible for monitoring and assist in resolving meter/server communication with SAP/JDE related issues post-installation during contractual period.

- Contractor will use and maintain a hardware and software backup solution each Business Day to conduct backups of application configuration files and Business Data.

- The network architecture must be secure with support for firewalls and encryption. Any communication of data of third party with client shall be secured and encrypted to avoid any theft or loss of data. contractor to provide detailed description of the same.

• Implementation of anti-virus software and other malicious software prevention tools shall be in the scope of contractor. All support related to software will be in contractor's scope.

9.0 EVENT/ALARM LOGS

9.1. Meter shall provide the following Alarms/Event as a minimum;

- a. Any tamper events,
- b. Low battery,
- c. Corruption of data base

9.2. Meter shall provide the following Tamper Events as a minimum;

- a. Battery replacement,
- b. Opening and closing of valve for pre-paid meter
- c. Un-authorized Opening of Meter,
- d. No communication between Meter
- e. Meter Tilt
- f. Magnetic Tamper
- g. Abnormal Consumption

9.3. AMR shall provide the following Other Events as a minimum.

- a. Change of configuration/ Tariff programme,
- b. Change in firmware
- c. Change of setting of clock

Note- above are min, this may supplement as per client requirement. So, flexibility shall be available.

10.0 DATA ANALYTICS

Contractor shall provide the following features of data analytics to CLIENT through dashboards / web based software:

	Number of Concurrent Users of Dashboards	15
1	Types of Dashboards/web-based software.	<ul style="list-style-type: none"> 1. Management dashboard / web based software. 2. Billing dashboard / web based software 3. Finance team Dashboard/ web based software
2	Data Analytics on Management Dashboard / web based software	<ul style="list-style-type: none"> 1. Daily report 2. Monthly report 3. Fortnightly report. 4. Same report shall be generated as consolidated reports for all customers.
3	Data Analytics on Billing Dashboard / web based software.	<ul style="list-style-type: none"> 1. Daily report 2. Fortnightly report. 3. Monthly report. 4. Same report shall be generated as consolidated reports for all customers.

4	Data Analytics on Finance DashBoard / web based software	<ol style="list-style-type: none"> 1. Daily report 2. Fortnightly report. 3. Monthly report. 4. Same report shall be generated as consolidated reports for all customers.
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Information required on each dashboard / web-based software may vary as per requirement of owner and shall be provided by Contractor for entire duration of contract.

11.0 TECHNICAL SPECIFICATION

S r . N o	Parameters	Requirement
1	Gas Type	Natural Gas.
2	Governing Standard	EN 1359:2017 + A1 Amendment 2006 or latest / OIML R 137-1&2 or latest
3	Meter Type	Diaphragm type as per T4S, OIML R137 and MID
4	Installation	Suitable for Outdoor/Indoor, taper proof and corrosion resistance
5	Approval	Type Approval certificate as per governing standard
4	Cyclic volume	Vendor to specify
6	End Connection	3/4"NPTM at both inlet and outlet conforming to ANSIB1.20.1. In case end connections are different, Contractor to provide suitable adaptor (Free Loose Nut type) to meet the required connection size.(Note-1)
8	Distance between inlet & outlet connection	110±2 mm
9	Measuring Range	G1.6 Qmin 0.016m ³ /h, Qmax 2.5m ³ /hr
10	Accuracy	Class 1.5 <input type="checkbox"/> 3 % (Qmin. To 0.1Qmax.) <input type="checkbox"/> 1.5 % (0.1Qmax. To Qmax.) as per EN1359/ A1:2006 (Latest)
11	Rangeability	1:150 or better
12	Standard/directives	Directive 2014/34/EU(ATEX) Directive 2014/65/EU RoHS

1 3	Normal operating pressure	15 – 38 mbar-g	
1 4	Output	LF/HF/UHF	
1 5	Max. operating pressure	0.5 bar (0.1 bar of HTL version), internal valve operation upto 0.15 bar	
1 6	Design Pressure	500mbar-g	
1 7	Specific Gravity	0.77	
1 8	Operating temperature	-10 to 60 deg C	
1 9	Storage temperature	-10 to 60 deg C	
2 0	Pressure Drop	Under 2mbar	
2 1	Approval	ATEX, Equipment Type approval from wireless planning & coordination wing (WPC)	
2 2	Humidity	Max. 93 % RH at 40deg C	
2 3	Ingress protection (diaphragm meter)	IP65	
2 4	Casing	Steel alloy with suitable coating on inside and outside for corrosion protection of casing	
2 5	Corrosion protection over Body	Zinc Plating or Suitable coating on inside & outside for corrosion protection	
2 6	Meter Case Sealing	Effective sealing as per governing standard	
2 7	Installation	Suitable for outdoor installation.	
2 8	Other internal	All meter internal shall be non-metallic to prevent from tampering likemagnet	
2 9	Connection Orientation	Left side inlet and Right-side outlet type-I quantity as per Client requirement	Right side inlet and Left side outlet type-II quantity as per client requirement
3 0	Max Index Reading	99999.999 with auto reset facility	
3 1	Valve	Meter should have equipped with integral valve for remotely shut off or open the flow of gas as per the requirement of the client or based on configuration of pre-payment/post payment on need basis. Operation of	

		valve shall be on command basis from remote server through GSM/GPRS/LoRa/NB-IoT
3 2	Marking	As per governing standard specified above
3 3	Type	Meter shall have mechanical / electronic index
3 4	Diaphragm material	Polyester fabric coated with rubber on either side of equipment (Material suitable as per governing standard)
3 5	Testing	As per governing standard
3 6	Prepaid AMR	Option to be provided to configure the meter as pre paid or post paid
3 7	Communication to remote server	NB-IoT with open protocol, meter should have equipped with Tamper, Low Battery, communication failure as well.
3 8	MIU Memory	Minimum 60 Days
3 9	Sealing provision	Sealing Provision to be provided
4 0	Reverse flow condition	Arrangement to be incorporated in the meter to restrict reverse rotation of index reading
4 1	Painting	Electrostatic spray epoxy paint or Polyester powder coating and the paint shall be of approved color and quality
4 2	Battery	Replaceable/non-replaceable Lithium-Ion battery with minimum lifetime cycle of 10 years. Battery life calculation to be provided.
<p>Notes</p> <ol style="list-style-type: none"> End connections shall be provided with plastic caps for protection during transportation. All gas meters internals shall be tampering proof from external magnetic effect. Reverse rotation of index shall not be allowed. Meter shall be provided with a device to prevent reverse flow of the index. 		

12.0 MARKING (AS PER EN1359:2006 LATEST)

12.1. The Gas Meters shall be indelibly marked with details of

- Name of the manufacturer
- Flow – Max (Q_{max}), Min. (Q_{min}) -m³/h
- Direction of flow,
- Nominal value of cyclic volume
- Ambient temperature range.
- Gas temperature range
- Accuracy class of meter.

8. Max. Operating Pressure,
9. name of the manufacturer
10. Purchaser's name / Logo,
11. Model, unique serial number and date of Manufacturing etc.
12. Recharge Procedure in short

Note:

1. Sample of marking details to be provided along with ITP for approval.
2. Contractor shall ensure that there is no repetition of serial no. & each meter shall be given unique serial no.

13.0 PACKAGING

Packaging size to be mentioned to ensure uniformity in delivery conditions of the material being procured. SUPPLIER shall submit the packaging details during offer and also complied with at the time of delivery.

The calibration certificate of each item shall be enclosed within the package box. Each package box shall be tagged with the purchase order no. (unique ID is required). The package box shall be suitable for inland transport or seaworthy (if imported). Necessary precautions and pre-requisite shall be considered by supplier for package delivery to the concern client site / location/workshop.

14.0 OBSOLESCENCE:

CONTRACTOR to inform client about the any obsolescence in meter /software six months before any up- gradation, client holds the discretion to approve the new model of the product in such an incident. Upon approval from Client, CONTRACTOR can replace the obsolete model with new approved model. This replacement or maintenance will be part of contract and without any cost implication to Client.

15.0 INSPECTION AND TESTING

15.1. Gas Meters

The SUPPLIER shall provide calibration certificate and accuracy of the Gas Meter for the following flow rates (As per EN 1359:2006(latest)

Q Max. Q Min. 0.2 Q Max.

SUPPLIER shall submit ITP to CLIENT/CLIENT's representatives for approval as per given format and also provide required certifications as mentioned.

15.2. TESTING: contractor shall perform testing of the meter at NABL approved labs only. Client shall provide a list of random meters, which shall undergo testing. Testing shall be done in every 12 to 15 months. Testing shall be done for 1 Meter in every lot. Zero tolerance shall be observed, if any meter, which has gone through testing, is found out of range or faulty, it shall be replaced. Contractor shall be liable to pay the penalty.

15.3. Inspection shall be carried out as per Technical Specification, Quality Control Table and approved Inspection & Test Procedure.

15.4. SUPPLIER shall hire Third Party Inspection Agency (to be approved by the Client) to perform inspection work. This agency shall inspect all the equipment/material and issue all inspection certificates/reports as per specifications and codes.

15.5. SUPPLIER shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports, Accuracy test report for individual meter, as per Technical Specification and specified code for 100% material, at the time of final inspection of each supply lot of material. Type test reports shall be submitted for review by Client / Client's Consultant. Also, all above mentioned certificates to be furnished in soft copy to Client.

15.6. Review of calibration certificates for all the measuring instruments at the time of inspection, i.e., used for checking and testing, along with the Master calibration certificate of the measuring instruments from which the instruments is calibrated.

15.7. All meters should be sealed properly by the manufacturer after final inspection clearance and before dispatch. Meters found in an unsealed condition will not be accepted.

15.8. If the performance of any of the sample meter/AMR/MIU is not in compliance with the acceptance norms of the respective standards, then that the lot of respective item will be rejected.

15.9. Contractor should furnish QAP in line with EN 1359:1999+A1 2006 or latest format as attached with the tender as minimum.

15.10. Even after third party inspection, Client reserves the right to select a sample of Gas Meters randomly from each manufacturing batch and have these independently tested. Should the results of these tests fall outside the limits specified in Technical specification, then Client reserves the rights to reject all production supplied from the batch.

15.11. Pressure test (External leak testing):

Pressurize the case of the meter with air to 1.5 times the maximum working pressure and carry out test by immersing the meter without its index in water. The pressure shall be held for a sufficient period to permit complete examination of the parts under pressure. This period shall not be less than 30 Sec. Any leakage shall result in rejection.

15.12. Testing and inspection shall be performed on all assemblies, subassemblies and component equipment/materials in accordance with but not be limited to the following list of activities:

- visual inspection,
- dimensional checking,
- Resistance to internal pressure testing, as per EN 1359:2006(latest)/ performance testing.
- End connections: as per ANSI B.1.20.1, (3/4" NPT Threads), the distance between connections=110mm ±0.2mm.

16.0 TRAINING

16.1. The Contractor shall be required to hold a training session at site as well as in CLIENT head office initially for approximately 20 personnel and thereafter every year during the contract period to facilitate the operations and to provide hands on training to the dealing staff.

16.2. The training shall include commissioning, programming, trouble shooting and analysis of hardware and software component.

16.3. The Contractor shall provide requisite information and hard copies of manuals for reference.

16.4. CLIENT will not reimburse any charges for the training.

17.0 ASSET HANDOVER & COMMISSIONING:

17.1. Contractor shall own the primary responsibility of commissioning and the ASSET shall be considered handed- over post NG conversion. Contractor shall ensure

commissioning activity is completed within 5 calendar days post installation of the ASSET. Contractor shall be responsible for providing geo-tagging for the ASSET installed in the format provided by CLIENT. Contractor shall provide a report of the geo-tagged ASSETs within 5 calendar days from the time of installation.

17.2. Contractor also shall be responsible for re-commissioning of any replaced meters. Contractor shall submit one photograph of the re-commissioning of the meter. Contractor shall retain the photograph at his server for

complete duration of contract (i.e. 10 years) and shall provide free access to CLIENT for these photographs as and when required. Contractor shall also submit a monthly report for all the re-commissioned meters.

17.4. In case, contractor fails to commission within the time frame, Contractor shall be liable to pay the penalty as described commercial.

19.0 SPARE STOCK

19.1. CLIENT may replace any defective meter supplied by contractor. The defective meters shall be kept at CLIENT store. Contractor shall be informed by CLIENT every month for reconciliation of the entire lot of defective meters with new meters at CLIENT store without any cost implication. Contractor shall replace the entire lot within 30 days from the date of reconciliation. Failing to reconcile the lot in 30days the Contractor shall be liable to pay the penalty as described in commercial.

20.0 ANNUAL SERVICE CONTRACT

20.1. The Contractor shall include proposal at the time of bid for providing services from the date of award

20.2. The services shall include not limited to configuration of web application, cloud server charges, SMS gateway & Integration. Integration of payment gateway, SIM Charges, integration with client SAP etc.

20.3. Contractor shall maintain at least 1% inventory for gas meters in OK condition. Replace/repair of faulty meter in inventory on quarterly basis to maintain inventory.

20.4. Contractor to provide 24x7 services for customer.

20.5. Update any firmware or software required for the comprehensive maintenance of the complete system.

20.6. In the event of any malfunction of the system hardware/ system software, experienced service engineer shall be made system healthy.

20.7. Maintain communication with CLIENT through reports, provide alarms/event, billing inputs, information with respect to reading, mal-functionality, mal-practices, mishandling or faultiness of the ASSET.

21.0 STANDARD OPERATING PROCEDURE

21.1. GENERAL

The objective of this document is to define the Standard Operating Procedures for AMR Compatibility Test and Tamper Alarm Test in the domestic type gas meter with AMR used in City Gas Distribution Project.

21.2. SOP FOR AMR COMPATIBILITY TEST

After the MIU is installed and wired properly on the meter follow these steps to verify that the AMR is working properly:

a) Check the mechanical index reading and the reading on the MIU or at the Server are same.

- b) Check the serial number on the meter body, communication device and server are the same.
- c) Now move the meter index by blowing air or with the help of low-pressure instrument air for minimum one-meter cube.
- d) Check the variation on the index, MIU and on the server.
- e) If the increments on all the places are same, then it is demonstrated that the communication is established.
- f) Now, place a magnet (up to 0.2 Tesla) on meter index and repeat the steps c & d and check the readings of meter Index, MIU and Server.
- g) If placement of magnet (0.2 tesla) creates any kind of reading mismatch between meter mechanical index reading and reading at server than the meter shall be considered as technically disqualified.

23.3. SOP FOR TAMPER ALARM TEST

Tamper Alarm will be conducted along with the QAP i.e., the Calibration, accuracy, range. Once the meter passes the calibration test at QMIN, QMAX, and at 0.1QMAX flow rate, then the following tests will be conducted on the same apparatus:

- a) Ensure that the communication is established between the MIU of AMR meter with BIDDER's server.
- b) Once the communication is established, bring a magnet (up to 0.2 Tesla) near the meter index and keep it there till at least one-meter cube of air is passed through it.
- c) If meter get stopped with the effect of magnet, meter shall be considered as technically not qualified Or if meter become slow and fails to meet the accuracy class of 1.5 with the effect of magnet on it, the meter shall be considered as technically not qualified and in both the cases, tamper alarm should be generated and if the alarm is not generated meter shall be considered as technically not qualified.
- d) Repeat the step (a) ensure passage of minimum 1-meter cube of gas,
- e) Try to remove the MIU from the meter by breaking the seal on removal of MIU the system shall generate alarm for the same and if the alarm is not generated meter shall be considered as technically not qualified.
- f) Go back to step (a) again, if required.

TERMS & CONDITIONS

1. Schedule of Supply of Stores/Work

a. Supply:

- i. 2000 nos. meter within 08 weeks from the date of first notification of award.
- ii. 3000 nos. meter within 08 weeks from the date of intimation from CUGL within one year from the date of first notification of award.

Delivery to be done at store locations in any of CUGL's GA i.e. Kanpur, Bareilly and Jhansi in line to the instruction from EIC.

b. Services:

Service Charges shall be applicable from the date of mapping of customer in web portal with all required details post commissioning of meter at site. Customer to be mapped within 02 days from the date of handover of relevant data by purchaser.

Note: Service Contract shall be awarded for a period of 03 years which may be further extended by another 02 years on satisfactory performance during the 03 year period and mutual consent of both the parties.

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

2. Evaluation Methodology:

Bid offer shall be evaluated based on BEC criteria & other techno-commercial terms & conditions mentioned in tender document. The Price bid will be duly evaluated after consideration of all applicable Taxes & Duties. The order shall be awarded to the techno commercially qualified Lowest evaluated bidder for complete scope of work.

3. Payment Terms:

3.1. Payment towards Supply

3.1.1 75% (Ninety Percent) Payment shall be paid progressively within 30 (Thirty) days on receipt of Goods at designated CUGL store upon submission of the following:

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

3.1.2 Balance 15% (Ten Percent) shall be paid within 30 (Thirty) days after commissioning of Meters and completion of all other activities covered in bidders' scope on pro-rata basis and submission of final documents.

3.1.3 Balance 10% after successful running for 06 months with desired results.

3.2 Payment against Service Charges:

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

4. Price Reduction Schedule:

4.1 Supply

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

4.2 Service

Following penalties will be imposed during contract duration

- a. Consumer to be mapped within 02 days from the date of data handover by Owner post installation of meter. Rs. 500 per meter per day in case of delay in mapping of meter on web portal
- b. Rs. 10000 per day after 30 days from date of reconciliation for not refurbishing the complete lot of faulty meters at Client store.
- c. Rs. 5000 penalty per event of server downgraded performance of 12hrs in a 30-day cycle.
- d. Penalty for not providing data analytics on Client dashboards: Rs. 500 for every event.
- e. Penalty for not providing data analytics on Client IT servers for customers through APP service: Rs. 500 for every event.
- f. Penalty for not providing resolution to issues regarding sever: Rs. 500 for every event.
- g. The CONTRACTOR must provide the data logs of any particular customer on demand from Client (within 1 day). In case, the CONTRACTOR is unable to provide the logs within the stipulated timelines or is unable to provide the logs than a penalty of Rs. 500/- per case shall be levied.
- h. Rs. 5000 penalty per event of payment gateway downgraded performance of 12hrs in a 30-day cycle.

SCHEDULE OF RATES (SOR)

SECTION-VII

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) - Part (A)

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	G-1.6 Prepaid Diaphragm gas meter (NB - IoT based)	Nos.	5000	To be quoted our e-tender portal				

Schedule of Rates (SOR) - Part (B)

S.No.	Item Description	UOM	Total Quantity	Unit Rate (INR) inclusive of all taxes & duties but exclusive of GST	Total Amount (INR)	GST %		Total Amount (Rs.) with GST
						%	Rs. (D)	
2	service charges including 1. Web Application 2. Cloud server charges 3. SMS Gateway & Integration 4. Payment Gateway Integration 5. Maintenance of Web application 6. NB-IOT SIM Charges charges are per meter per month for a period of 03 years (meter Qty x 36 Months)	Nos.	180000	To be quoted our e-tender portal				
Grand Total (Rs.) - Part (B)						Rs.		

GRAND TOTAL (Rs.) Part (A) + Part (B)

- 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 :

PLACE:

NAME :

DESIGNATION :

SEAL