



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

**BID DOCUMENT FOR THE
QUANTITATIVE RISK ASSESSMENT
(QRA) OF CUGL'S KANPUR, UNNAO,
BAREILLY & JHANSI FACILITIES**

BID DOCUMENT NO: CUGL/C&P/TEN2122/21,229,018

E-TENDER NO. 52284

LIMITED DOMESTIC COMPETITIVE BIDDING

MOST IMPORTANT SPECIAL INSTRUCTIONS TO BIDDER

Bidders are requested to carefully read all terms & conditions of this document including specification and scope of works etc.

In this regard, following points to be noted by the bidder while participating in the tender:

- No Pre bid Meeting is allowed for the subject tender.
- Tender Specification, Terms & Conditions is firm and fixed by CUGL.
- No query in regard of tender specification, terms & conditions are accepted.
- **It is also noted that CUGL will not issue/raise any post bid query (TQ/CQ) during bid evaluation, therefore bidder need to submit all required documents and comply tender conditions & requirement. If any documents are missing/not submitted or any deviation taken by the bidder their bid shall be outrightly rejected.**

This is to ensure for timely completion of award

Place:
Date:

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

SPECIAL INSTRUCTIONS TO BIDDER

Bidders are requested to duly check and confirm in the below instructions/checklist. This instructions/checklist gives 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.

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

S. No.	DESCRIPTION	Bidder to confirm
1.0	Submission of Bid Security / EMD as per clause no. 16 & 11.1.1 of the ITB	
2.0	Signed and stamped copy of the complete bidding/Tender document along with annexures and Corrigendum's (if any) by the Authorized signatory (with power of Attorney) / Owner / Director of the Firm.	
3.0	Forms & Formats duly filled and completely sign-stamped as per tender only.	
4.0	Submission of the complete documents meeting BEC technical & financial criteria. The documents submitted to meet the BEC criteria shall be strictly in line to the documents as required in BEC.	
5.0	NO DEVIATION to any of the terms & conditions of the tender.	

Place:
Date:

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

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<u>S.No.</u>	<u>INDEX HEADING</u>
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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/TEN2122/21229018
To,

Date :20/10/2021

Contact No.

Kind Attn :

Dear Sir,

Central UP 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.

- | | |
|----------------------------|---|
| 1.0 Project | : City Gas Distribution |
| 2.0 Name of Work | : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi Facilities |
| 3.0 Scope of Work | : As per tender document |
| 4.0 Time Schedule | : As per tender document |
| 5.0 Bid Validity | : 120 days from the bid due date |
| 6.0 Bid Security / EMD | : Rs. 20,000/- |
| 7.0 Pre-Bid Meeting | : NA IST |
| 8.0 Bid due Date with Time | : 30.10.2021 up to 15:00 Hrs. IST |
| 9.0 Designated Place | : CENTRAL U.P. GAS LIMITED,
Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur,
Kanpur-208024 India |
| 10.0 Type of bid | : Two Bid System |
| 11.0 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

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, Lakhanpur, Kanpur- 208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in
CIN No. : U40200UP2005PLC029538

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

ITB

(INSTRUCTION TO BIDDER)

SECTION-II

GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpurchase.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.abcpurchase.com>.
2. For registration on the e-tender site <https://cugl.abcpurchase.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@abcpurchase.com, satabdi@abcpurchase.com with a copy to info@abcpurchase.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.abcpurchase.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.abcpurchase.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/revise 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: 9870089747

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

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr K.K Gupta, E-mail: kkgupta@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Mr S.Bhatia E-mail: sbhatia@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 Corrupt & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39"
- 2.2 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

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

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

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

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

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

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

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

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

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

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

- 4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

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

6.0 SITE VISIT

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

7.0 CONTENT OF BIDDING DOCUMENT

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0
- Section –I : Invitation for bids (IFB)
 - Section –II : Instruction to Bidders (ITB)
 - Section-III : General conditions of Contract (GCC)
 - Section IV : BEC (Bid Evaluation Criteria)
 - Section –V: Special Conditions of Contract (SCC)

- Section-VI: Forms & Format
- Section –VII: Technical Specification
- Section-VIII: Price schedule/Schedule of Rates (SOR)

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

8.0 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify OWNER in writing or by fax or e-mail at the address indicated in the Invitation for Bids. OWNER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 5 days prior to the deadline for the submission of bids prescribed by OWNER. Written copies of OWNER response (including an explanation of the query but without identifying the source of the query) will be sent to all bidders to whom the bidding documents were issued. Any Clarification or information required by the bidder and not received within the stipulated time period shall be liable to be considered as no clarification/information required.
- 8.2 In case pre-bid conference is envisaged, all quotations/queries should be referred to OWNER at least 3 days before scheduled date of pre bid conference. The questions/queries received by OWNER prior to pre-bid conference will be replied in the pre-bid conference.

9.0 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.

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

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

10.0 DOCUMENTS COMPRISING THE BID

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

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

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

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

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

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

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

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

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

11.1.3 Part-II: PRICE BID

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

Note

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

11.1.4 NA

12 BID PRICES

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

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.

12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.

12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.

12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.

- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place in Price Schedule.

13 **TAXES & DUTIES**

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF

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

- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

- 13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.

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

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

- 13.10 In case the GST rating of vendor on the GST portal / Govt. Official website is negative / black listed, then the bids may be rejected by CUGL. Further, in case rating of bidder is negative / black listed, after award of work for supply of goods / services, then CUGL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.

13.11 Anti-profiteering clause

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

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

- 15.1 The bid shall remain valid for acceptance for 4 (four) months from the bid due date. Owner/Employer shall reject a bid valid for a shorter period for being non-responsive.
- 15.2 In exceptional circumstance, prior to expiry of the original bid validity period, the Owner/Employer may request the bidders extend the period of validity for a specified additional period. The requests and the Responses thereto shall be made in writing (by fax/ post / e-mail). A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause in all respects.

16.0 EARNEST MONEY

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

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

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

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

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its

letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.
- 16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

17.0 PRE-BID MEETING

- 17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

- 18.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB marked "original" in addition, the bidder shall submit 1 copy of the bid clearly marked as "Copy". In the event of any discrepancy between the original and the copy, the original will govern.
- 18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- 18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.
- 18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price

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

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

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0 NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

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

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

22.0 DEADLINE FOR SUBMISSION OF BID

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

23.2 The Employer may, in exceptional circumstances and at its discretion,, on giving reasonable notice by fax or any written communication to all

prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

- 23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately
- 23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

24.0 LATE BIDS

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

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

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

25.0 MODIFICATION AND 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. 04 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.

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

40.0 EXTENSION OF CONTRACT

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

41.0 CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

42.0 INCOME TAX & CORPORATE TAX

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

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

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

44.0 EVALUATION OF PERFORMANCE

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

GCC

(GENERAL CONDITIONS OF CONTRACT)

SECTION -III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS:

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

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

- 12) The “APPOINTING AUTHORITY” for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
 - 13) “SITE” shall mean the lands and other places on, under in or through which the works are to be carried out and any other lands or places provided by the owner.
 - 14) “NOTICE IN WRITING OR WRITTEN NOTICE” shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
 - 15) “APPROVED” shall mean approved in writing including subsequent written confirmation of previous verbal approval and “APPROVAL” means approval in writing including as aforesaid.
 - 16) “FAX/LETTER OF INTENT” shall mean intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
 - 17) “DAY” means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - 18) “WORKING DAY” means any day which is not declared to be holiday or rest day by the OWNER.
 - 19) “WEEK” means a period of any consecutive seven days.
 - 20) “VALUE OF CONTRACT” shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
 3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of CUGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
 4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor’s own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, service tax as imposed by State / Central Govt. if applicable, shall be payable by CUGL at actual subject to submission of service tax regn. No.
 5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain

under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regular and full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.

6. No part of the contract or any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by CUGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of CUGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. CUGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify CENTRAL UP Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.

17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.

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

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

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

19. TENDERER'S RESPONSIBILITY:-

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

20. SIGNING OF THE CONTRACT:-

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

21. NOTE TO SCHEDULE OF RATES:-

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

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

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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION:-

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

CUGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any

means CUGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

23. CONTRACTOR TO INDEMNIFY THE CUGL:

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

24. Following documents form the part of this contract.

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

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

25. FORCE MAJURE:

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

26. LABOUR LAWS :

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

- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the PROJECT LEADER.
- g) The CONTRACTOR shall furnish to the PROJECT LEADER the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the PROJECT LEADER a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The PROJECT LEADER shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB- CONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the PROJECT LEADER and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The PROJECT LEADER shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the PROJECT LEADER in this respect shall be final and binding.

27. ARBITRATION:

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by General Manager, CUGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the CUGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the CUGL he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, General Manager shall appoint another person to act as some arbitration in

accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

28. EARNEST MONEY DEPOSIT – as per ITB.

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

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

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

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

29. Security Deposit: Vendor shall submit PBG of 3% of order value of contract (exclusive of GST) (if the contract value is more than Rs. 5 Lacs) with the validity of 90 days beyond the contract validity. The PBG must be submitted within 21 days from award.

The SD will not bear any interest. Any amount due to CUGL, as per contractual terms & conditions shall be deducted from SD. In case SD is not sufficient to recover the outstanding amount, then CUGL reserves the right to recover the same from any other means available to CUGL.

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

30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:

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

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

32. Insurance:

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

i) EMPLOYEES STATE INSURANCE ACT (ESI):

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State

Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR whether brought by employees of the CONTRACTOR, by third parties or by Central or State Government authority or any political subdivision thereof.

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

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

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

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

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

- I) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives etc.

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

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

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

- 34. In case the contractor fails to provide the required services under the contract to the satisfaction of CUGL, CUGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of CUGL in this connection shall be final and binding on the contractor.

- 35. The renderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.

- 36. The work executed shall be to the satisfaction of CUGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.

- 37. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.

- 38. The renderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.

- 39. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.

- 40. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to CUGL and shall deposit the required

amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of CUGL.

41. The contractor shall regularly submit all relevant records / documents in this regard to CUGL representative for verification and upon such satisfaction only, CUGL will allow payment to the Contractor.
42. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
43. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
44. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

45. CUGL RESERVES THE RIGHT TO:

- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
- ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
- iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.

46. AWARD OF CONTRACT:

The Acceptance of Tender will be intimated to the successful Tenderer by CUGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR WORK ORDER. CUGL will be the sole judge in the matter of award of CONTRACT and the decision of CUGL shall be final and binding.

47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.

49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
51. CUGL reserve right to short close/ Terminate the contract any time based on non- performance/ poor performance during contractual period by giving 15 days notice.
52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
53. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
54. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
55. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
56. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligation.
57. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) makes such payments as it may consider necessary for smooth working.
58. Contractor shall deploy the resources as per requirements.
59. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
60. No payments shall be payable other than schedules payment to the contractor.
61. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
62. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
63. The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

64. CUGL reserves the right to terminate the contract with seven days notice without assigning any reason.

65. **Jurisdiction:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at KANPUR for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at KANPUR only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

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

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

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

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

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

67. EVALUATION OF PERFORMANCE

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

BEC

(BID EVALUATION CRITERIA)

SECTION-IV

BIDDER'S EVALUATION CRITERIA

1.0 Technical Criteria:

- 1.1** Bidder must have executed work for conducting a similar work HAZOP or QRA or HAZID having executed value not less than **Rs. 5.00 Lacs** (Including Travelling, Lodging & Boarding and GST) for a single order in any City Gas Distribution Company / Hydrocarbon installation / Oil & Gas Process Plant / Cross Country Company in India directly in the preceding 07 years Prior to the final due date of bid opening.
- 1.2** Bidder must have experience of more than 3 years in conducting HAZOP/ QRA/ HAZID/ ERDMP.
- 1.3** Documentary proof i.e., copy of Work Order/ LOI and its completion certificate mentioning value of job completed in support of their credentials issued by Client. In absence of requisite documents, CUGL reserves the right to reject the bid without making any reference to the bidder.
- 1.4** For running contract, if the actual executed value/quantity (for partially executed contract) is equal to or more than the value/quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed value/quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order / agreement and execution certificate from client should be duly certified/ attested by notary public with legible stamp.

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/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi
Facilities.

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Whether supplier/ manufacturer / Dealer/ Trader/ Contractor	
5	Number of Years in Operation	
6	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7	Operation Address (if different from above)	City: District: State:

		PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	
14	Banker's Name	
15	Branch & IFSC Code	
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/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi Facilities.

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/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi Facilities.

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, Lakhapur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi
Facilities.

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/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi Facilities.

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-6
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,018

SUB : Quantitative Risk Assessment of CUGL's Kanpur, Unnao, Bareilly & Jhansi Facilities.

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7

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

To,

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

Dear Sir,

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

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

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

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

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

F-8

**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, Lakhampur
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.

SCOPE OF WORK

SECTION-VI

Technical Scope of Work

1) OBJECTIVE:

Risk associated with natural gas pipelines are mainly fire and explosion effects caused by ignition of gas released by a leakage from the pipeline.

Risk is combined result of (a) the probability (or frequency) of occurrence of the leakage and (b) severity of the consequences. The following types of risk are possible in case gas escape / fire / explosion in natural gas pipeline network.

- Serious injury or fatality
- Damage of property
- Business loss due to interruption in gas supply.
- Financial liability on account of damages.

Central UP Gas Limited has set out the main objectives of the risk assessment to include the following:

1. To identify, assess and quantify risks to people (the public, Central U.P. Gas Limited's operations staff other associated groups).
2. To identify, assess and quantify risks arising from Compressors, pipelines, pressure reduction & odorizing units.
3. To define possible accident scenarios and events.
4. To conduct a full consequence analysis in relation to gas leaks and fire/explosion to determine effect zones and thereby perform zone mapping.
5. To specify the risk tolerability criteria for Individual and as well as Societal as specified by UK Health & Safety Executive (UK-HSE).
6. Based on the results of QRA, comprehensively examine the ways and give recommendation for consideration of necessary practical risk reduction and control measures to either eliminate or reduce the identified risk to ALARP (As low a reasonably practical).
7. To review the operation and maintenance, HSE practices and suggest improvements.

2) SCOPE:

Central UP Gas Limited has identified specific parts of its facilities installed in Kanpur, Unnao, Bareilly & Jhansi.

The scope of work is to carry out Quantitative Risk Assessment (QRA) of existing CNG Stations, Odorising Units & Pipelines (DRS) for CNG & CGD network of CENTRAL U.P. GAS LIMITED in Kanpur, Unnao, Bareilly & Jhansi and upcoming CNG Stations & Pipelines for CNG & CGD Network of CUGL within 6 months in areas given below in table 1.0, to identify the potential hazards, assess the impact of all probable accidental hazards and mitigating measures to reduce hazards of the facilities.

S. No.	Facilities	Equipment details	Location/Region for QUANTITATIVE RISK ASSESSEMENT		
			Kanpur & Unnao	Bareilly	Jhansi
1	Carbon Steel Main Line Network	Main trunk Line of 8-inch, 6-inch and 4-inch operating at 19 Kg/cm ² pressure	106.933 Km in length	33.084 km in length	As and when
2	MDPE Network	Secondary and tertiary network of 125 mm, 90 mm 63 mm and 32 mm dia. MDPE pipe with pressure regime of 4 kg /cm ²	1509.519 km in length	801.091 km in length	14.841 km in length
3	Mother Station [Green field]	Filling Station for providing CNG to vehicles at 200 kg/cm ² . This station is comprising of Compressors, Dispensers, Air vessels, Air compressors, CNG Cascades, LCV filling points, Electrical Panel Room, Portable Fire Extinguishers, UPS/Battery Room and Odorant Storage Unit etc	03	01	As and when
4	Online CNG Station [Green field and retail outlet]	Filling Station for providing CNG to vehicles at 200 kg/cm ² . This station is comprising of Compressors, Dispensers, Air vessels Air compressors, CNG Cascades, Electrical Panel Room, Portable Fire Extinguishers, UPS/Battery Room.	27	07	As and when
5	DB Station [Retail outlet]	Filling Station for providing CNG to vehicles at 200 kg/cm ² . This station is comprising of DB Compressors, Dispensers, CNG Cascades, Electrical Panel Room, Portable Fire Extinguishers, UPS/Battery Room.	06	11	06
6	District Regulating Skid (DRS)	Pressure reducing Installation reduces pressure from 19 kg/cm ² to 4 kg /cm ²	12 Nos	4 Nos	As and when
7	Odorization Unit	For imparting smell in Natural Gas	03	01	01
8	Decompression Unit	For distribution of PNG in Jhansi	0	0	02

Note: The pipeline segments/ facility above are indicative only. CUGL reserves the right to change pipeline segment/ location during contract period upon the legal requirement.

3) OPERATING METHODOLOGY: The job of Quantitative Risk Assessment shall be carried out as under,

3.1) SITE VISITS: Contractor shall carry out site survey for each segment and collect necessary information for QRA. CENTRAL UP GAS LIMITED shall make suitable transport arrangement for travelling CENTRAL UP GAS LIMITED office to specific site.

Contractor shall work in close consultation / coordination with the OFFICER INCHARGE and appraised and informed to the OFFICER INCHARGE about the progress of work.

3.2) COMPILING DATA INPUTS:

- Contractor shall obtain Plant data from PFDs, P&IDs, process and mechanical inputs from CENTRAL UP GAS LIMITED.
- Contractor shall establish suitable data base from Generic failure rate data: UKOPA, European pipeline failure data, US gas transmission data etc. The reasoning of selecting data base is to be mentioned in the report.
- Contractor shall ADJUST the failure data to reflect actual pipeline Mechanical and process conditions, e.g. pipeline diameter, thickness, pressure and temp, coating, line passing through urban area or rural area and so on.
- Contractor shall estimate population data on 100 meter either side of pipeline route based upon area wise potential property data. It is the contractor's responsibility to align & plot available data along the pipeline route and adjust during site visit, if required, to enhance accuracy level of aligned data.
- Contractor shall obtain population and meteorological data required to perform QRA from respective govt departments such as meteorological department.
- Contractor shall collect ignition source data during site visit for Point source, Line source (Roads, railway line, and Electrical transmission line) and area source.

3.3) CARRYING OUT QRA MODELLING:

- Contactor shall use recognized software for study purpose and ensure its validity.
- Contractor shall calculate the risk to life as "individual risk" and "Group risk".

Definitions of these terms are explained below:

- **Individual Risk:** It is represented by iso-risk contours, which show the geographical distribution of risk to an individual. It is assumed that the individual is continuously present at that location, out of doors and does not shelter or try to escape.
- **Group risk:** it is represented by FN curves, which show the cumulative frequency distribution of accidents causing different numbers of fatalities. The FN curve therefore indicates whether the Group risk to the facility is dominated by relatively frequent accidents causing small numbers of fatalities or low frequency accidents causing many fatalities.

3.4) ISSUING DRAFT AND FINAL REPORTS;

Contractor shall submit a typical QRA report shall include the following:

- Introduction
- Scope of work
- Facilities description
- Study methodology
- Detail Study inputs
- Study results
- Conclusion & recommendations

Study result shall include;

- Individual risk –iso risk contour
- Individual Risk at reference points
- Societal risk- FN curves
- Major risk contributors to societal risk
- Risk transects at critical points (for pipeline only)
- Consequence analysis [dispersion and heat radiation contours for minor, major and FB leakage]

Draft and Final copies shall be submitted as per as per clause no 5.0 CENTRAL UP GAS LIMITED may ask for a separate “Internal report” which shall be more informative (yet not beyond the scope indicated) as per requirement indicated at that time which shall be meant strictly for internal confidential purpose.

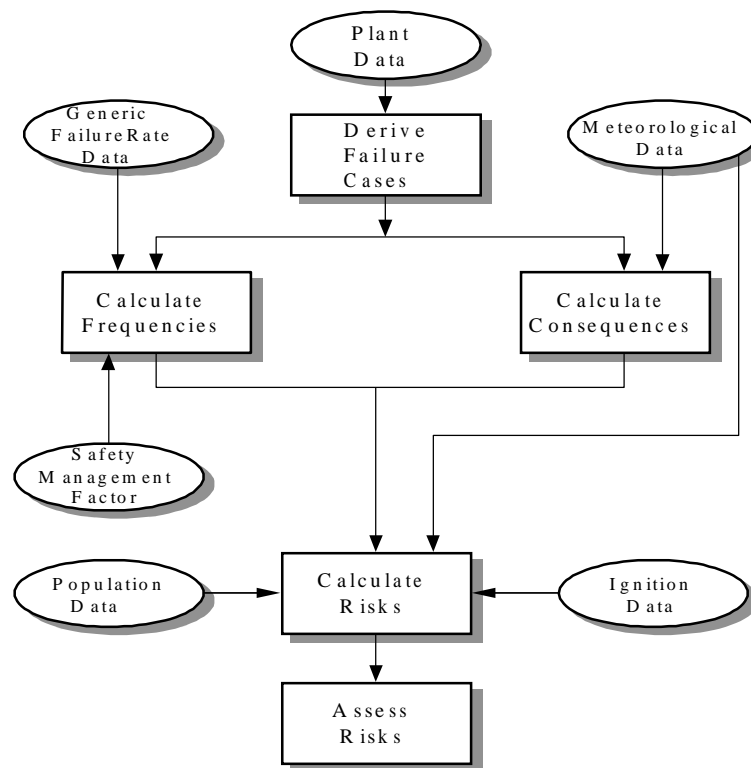
4.0) PROCESS METHODOLOGY: Contractor shall carry out QRA as per process methodology explained below.

4.1) The five normal components of a Quantitative Risk Analysis (QRA) study are:

- Hazard, (or failure case) identification
- Failure frequency estimation
- Consequence calculations
- Risk calculation (Risk Summation)
- Risk assessment (using an acceptability criteria)

Figure 4.1 shows the relationship of each step and the additional external data requirements.

Figure 4.1 -Classical Approach of QRA



To undertake this study, use the recognized software package like, SAFETI or equivalent.

The package structure is designed to mirror this logical approach and enables the analyst to concentrate on the site-specific aspects of any study with the more general and repetitive modelling calculations being handled by the package.

4.2) Collection of Data

To undertake this QRA, the information is required about the pipeline network and the facilities (valve stations, compressor stations etc.)

The total data requirement can broadly be put in five categories as under:

- Plant data
- Generic failure rate data
- Population data
- Meteorological data
- Ignition source data

The plant data could be derived from the description of facilities (PFDs, P&IDs, lay out plans etc.).

The generic failure rates data, upon which the study would be based, are to take

from published data bank sources and can be fine-tuned to reflect CENTRAL UP GAS LIMITED operational experience.

4.3) Failure Case Identification and Definition

The first stage in any QRA is to identify the potential accidents that could result in the release of the hazardous material (Hydrocarbon gas and Ethyl Mercaptans in this study) from its normal containment. This is achieved by a systematic review of the facilities together with an effective screening process.

Chemical hazards are generally considered to be of three types:

- Flammable
- Reactive
- Toxic

In this study, only flammable hazards are relevant.

There is a possibility of failure associated with each mechanical component of the plant (vessels, pipes, pumps, or compressors). These are generic failures and can be caused by such mechanisms as corrosion, vibration, or external impact (mechanical or overpressure). A small event (such as a leak) may escalate to a bigger event, by itself causing a larger failure.

The range of possible releases for a given component covers a wide spectrum, from a pinhole leak up to a catastrophic rupture (of a vessel) or full-bore rupture (of a pipe). It is both time-consuming and unnecessary to consider every part of the range; instead, representative failure cases are generated. For a given pipeline segment these should represent fully both the range of possible releases and their total frequency.

In general, the following typical types of failures associated with underground pipelines are considered:

- Full Bore Rupture
- 100 mm Leak
- 25 mm Leak
- 5 mm Leak

Failures of other components are dealt with in a similar manner giving releases, which are representative of accidents to that type of component.

For each identified failure case, the appropriate data required to define that case is input to the software package like SAFETI or equivalent. An estimate of the failure frequency is assigned to the failure case, which is based on the generic failure rate data.

When the appropriate inputs are defined, software calculates the source terms of each release, such as the release rate, release velocity, release phase and drop size. These source term parameters then become inputs to the consequence modelling. Alternatively, software packages allow these source terms to be input directly.

4.4) Consequence Calculations

Using the failure case data (developed) as an input, relevant program of these packages like CONSEQ undertakes consequence calculations for each identified failure. Such consequence program initially models the dispersion of the released material.

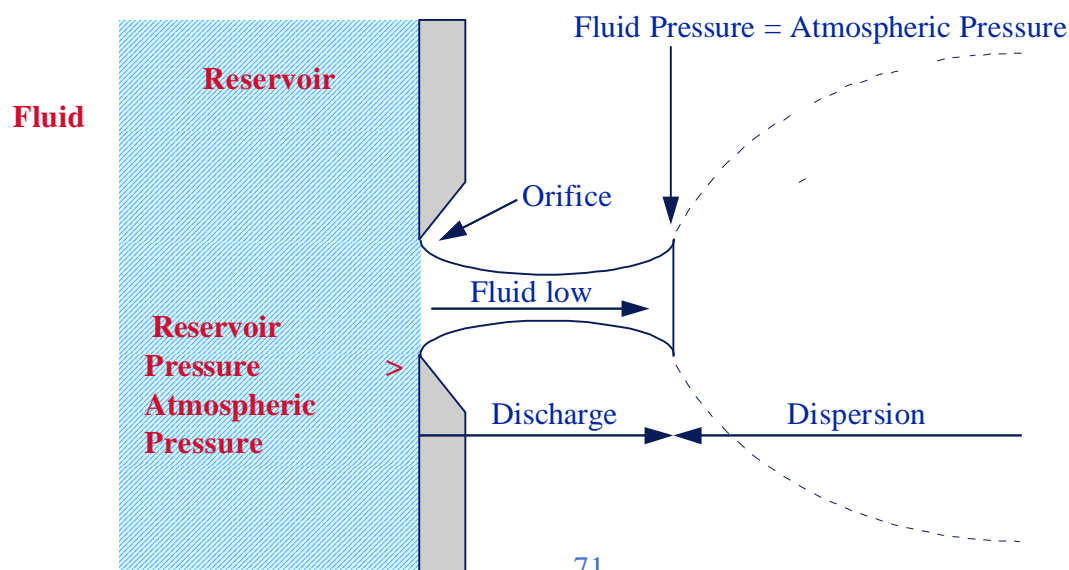
For flammable materials, consequence program then proceeds to determine the effect zones for the various possible outcomes of such a release. A release can ignite as the result of the event, which causes it, or can ignite close to the source before the flammable cloud has travelled away from the release source. If a release does not ignite in this way, and it is still flammable, it can be ignited at several points downwind if its path is such that it goes across (for example) a road, an area where people are present or other ignition sources. The risk analysis must account for all these possible outcomes.

The particular outcome (s) modelled depends on the behaviour of the release and the dilution regimes which exist. This can be quite complex. The consequence program undertakes these calculations for the selected representative meteorological conditions, which are derived from the annual meteorological conditions in the study area.

Consequence models are used to predict the physical behaviour of hazardous incidents. Some models only calculate the effect of a limited number of physical processes, like discharge or radiation effects. More complex models interlink the various steps in consequence modelling into one package. The following write up provides an overview of the different models in this complex consequence software program.

The contractor will identify all probable failure cases for the existing facilities and will carry out consequence analysis with respect to flammability, thermal radiation, dispersion, explosion overpressure, toxic release effect, LFL distance etc. as applicable. CENTRAL UP GAS LIMITED may ask for additional scenarios & their detailed impact analysis, if felt necessary & the contractor shall do so at no additional cost.

Figure 5.2: Discharge and Dispersion of Fluid

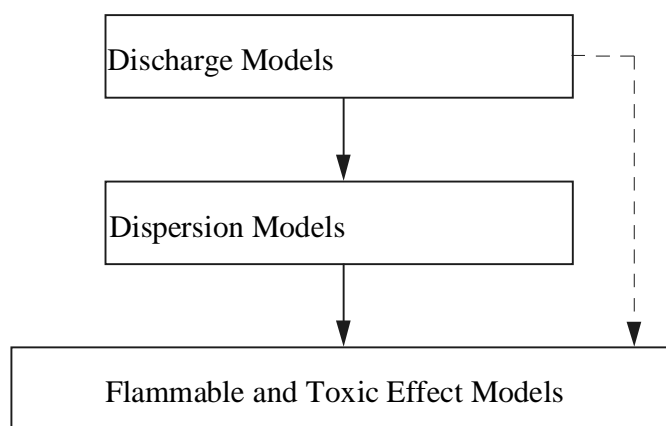


The first section starts upstream of the release point and specified initial conditions for each scenario. Discharge modelling is then discussed to the point where the material has emerged into the atmosphere and has attained atmospheric pressure. The next section deals with dispersion modelling, starting with the source terms, possible pool formation and follows the dispersion simulation to its conclusion.

The software here has used Gaussian dispersion model for buoyant plume dispersion.

Consequence analysis can be divided into discharge and dispersion modelling, as shown in the Figure 4.3:

Figure 4.3: Consequence Modelling Flow



When running consequence models, the physical properties of the material being modelled may have to be input or the data can be accessed via an interlinked materials database.

The field of consequence modelling for hydrocarbon releases is highly developed, and there are several commercially available computer programs to model the discharge, dispersion and fire and explosion effects of gases and liquids. Some of these techniques are relatively simple, and are suitable for manual analysis, and have commonly been implemented in customized spreadsheets. More complex models are available in stand-alone format and as part of linked software or toolkits.

4.5) Risk Calculation

The final estimation of risk is undertaken within the relevant program of the packages (like MPACT in case of SAFETI). Each failure case is analysed to determine its impact (in terms of fatalities). Effect zone information is combined with meteorological, ignition source and population data. Event tree conditional probabilities leading to a particular outcome and frequency information, extracted from the original failure case description, are used to determine the level of risk for the specific failure case under analysis.

The modelling of flammable impacts can be quite involved. This is because there are many possible final outcomes from a single release and ignition may occur at several locations.

The QRA software package allows the analyst to alter the basis upon which it determines the conditional probabilities, and thus by which it calculates the fatality levels. These variables are stored within the software parameter files. Software generates the required standard forms of risk measure. It calculates both individual risk at grid points and the societal group risk of each incident outcome.

To calculate societal group risk, the total number of people killed for each release case, event tree outcome, weather type and wind direction must be calculated. The frequencies of all those combinations contributing to the same number of fatalities must be summed. The software package allows these results to be presented in the form of an FN societal group risk curve. An FN curve is a graph, which plots the frequency of N or more fatalities per year (F) against the number of fatalities (N). It is conventional that this information is presented on a log-log plot. The potential loss of life (PLL) combines the FN data to produce an average expected rate of fatalities per year. The PLL is often useful in comparing the risk between different options.

4.6) **Impact Criteria**

Where there is line-of-sight between the person and the flame, the main impact is by thermal radiation (radiant heat). The main effects are:

- Burns to exposed skin
- Ignition or melting of clothing

Burns are classified in increasing degrees of severity as follows:

- First degree burns - superficial burns giving red, dry, painful skin.
- Second degree burns - more than 0.1 mm deep, affecting the epidermis, and forming blisters.
- Third degree burns - more than 2 mm deep, affecting the dermis and nerve endings, giving dry skin which has no feeling.

The degree of harm caused by thermal radiation is related to both the intensity of thermal radiation and the time for which the person is exposed.

The effects of thermal radiation are defined in widely used data presented in the Tables below.

4.7) **Effects of Thermal Radiation**

Thermal Dose (kW/mP ^{2P}) P ^{4/3P} s	Effects

125	Threshold of pain
210	Threshold of first-degree burns
500	Threshold of second-degree burns
1200	Threshold of greater than second degree burns
2600	Threshold of third-degree burns
1500 - 3000	Melting of nylon and polyester fabrics
2500 - 8000	Piloted ignition of clothing
3500 - 12000	Auto-ignition of everyday clothing

4.8) Effects of Explosion Overpressure on Personnel

Most data on the effects of explosion overpressures on personnel is derived from explosions of solid-phase explosives onshore, in which people were at some distance from the source. The main effects are then:

- Direct blast effects of the overpressure caused by the explosion, causing lung and ear damage which may lead to death. (Primary Effects)
- Impact from missiles projected by the explosion. (Secondary Effects)
- Impact from collapsing buildings or glass. (Secondary Effects)
- Whole-body translation due to the blast wave, resulting in impact with stationary objects, which may cause injury or death. (Tertiary Effects)

4.9) Human Injury Levels Resulting from Blast Waves

Injury Type	Injury Level	Peak Overpressure (bar)	
		Condensed Phase	Vapour Cloud Explosion
Eardrum Failure	Threshold	0.35	1
	50%	1-1.4	3-4.2
Lung Damage	Threshold	0.7-0.8	2.1-2.4
Lethality	Threshold	2.1-2.9	6.3-8.7
	50%	2.9-3.9	8.7-11.8
	Virtually 100%	3.9-5.5	11.8-16.6

4.10) Risk Assessment

The final, and most significant, step in the process is the assessment of what the calculated risk levels portray. Risk assessment is a process by which the results of a risk analysis are used to make judgments, either through relative risk ranking of risk reduction strategies or through comparison with risk targets (criteria). Where risk criteria have been issued by the regulatory authority, it is possible for interested parties to assess the calculated risk levels against these criteria. The risk assessment stage determines whether the risks are tolerable, or if risk mitigation measures are required to reduce the risk to a level, which can be as low as reasonably practicable (ALARP).

4.11) Risk Measures

The risk levels associated with the facilities are presented in the following standard forms:

- **Individual risk contours** which show the geographical distribution of risk to an individual.
- **Societal risk (FN) curves** which show the cumulative frequency (F) distribution of accidents causing different numbers (N) of fatalities. The FN curve therefore indicates whether the societal risk to the facility is dominated by relatively frequent accidents causing small numbers of fatalities or low frequency accidents causing many fatalities.

4.12) Acceptability Criteria

A risk analysis provides measures of the risk resulting from a particular facility or activity. However, the assessment of the acceptability or otherwise of that risk is left to the judgment and experience of the people undertaking and/or using the risk analysis work. The normal approach adopted is to relate the risk measures obtained to acceptable risk criteria.

A quantitative risk analysis produces only numbers, which in themselves provide no inherent use. It is the assessment of those numbers that allows conclusions to be drawn and recommendations to be developed. The assessment phase of a study is therefore of prime importance in providing value from a risk assessment study.

5.0) REPORT SUBMISSION:

- 5.1) After carrying out QUANTITATIVE RISK ASSESSEMENT of all regions i.e., Kanpur, Bareilly & Jhansi covered under CENTRAL U.P. GAS LTD., separate reports shall be submitted for Kanpur, Bareilly and Jhansi locations to OFFICER INCHARGE of Central UP Gas Ltd.
Report shall be submitted as per TABLE 2.0:

TABLE 2.0

S/ No.	Documents	Location/Region			Time Duration
		KANPUR	BAREILLY	JHANSI	
		No. of copies	No. of copies	No. of copies	
1	Draft Report (Hard Copy)	02	02	02	Within 15 days of completion of QUANTITATIVE RISK ASSESSEMENT
2	Draft Report (Soft Copy through mail)	01	01	01	
3	Final Report (Hard Copy)	02(triplicate)	02 (triplicate)	02 (triplicate)	Within 1 Months after receipt of the comments on the draft report.
4	Final Report (Soft Copy in Pan Drive)	01	01	01	

5.2) PRESENTATION:

The party/agency shall be ready to make presentation:

- 1) Opening Meeting for understanding of QUANTITATIVE RISK ASSESSEMENT and its methodology.
- 2) Closing Meeting with recommendations.

6) ACCOMMODATION AND TRANSPORTATION:

For the job of QUANTITATIVE RISK ASSESSEMENT of all facilities of Central U.P. Gas Limited. Accommodation, Boarding (food charges) and transportation will be in the scope of contractor.

However local conveyance for visiting the various facilities in a GA will be provided by Central U.P. Gas Limited.

7) SCHEDULE OF QUANTITATIVE RISK ASSESSEMENT:

After receipt and acceptance of work order, contractor shall forward a schedule within 15 days for carrying out QUANTITATIVE RISK ASSESSEMENT covering all installations/facilities region wise, to Officer In-charge-HSE, Central U.P. Gas Limited. The schedule shall reach at least 15 days before the scheduled date of QUANTITATIVE RISK ASSESSEMENT study.

8) TIME SCHEDULE:

The time schedule for completion of QUANTITATIVE RISK ASSESSEMENT with submission of final reports of all installations/facilities mentioned in the scope of work is **FOURTY FIVE DAYS**, from the date of acceptance of the work order/LOI.

9) OFFICER INCHARGE:

Officer in charge for the QUANTITATIVE RISK ASSESSEMENT on behalf of Central UP Gas Limited will be In-charge- HSE.

10) PAYMENT TERMS: This shall be as given below:

1. **On Completion of field work and submission & approval of Draft reports and drawings** - 40% of total work order value (This includes submission of separate Draft Reports of Kanpur, Bareilly and Jhansi)
 2. **On submission & approval of final reports, drawings & Presentation** - 40% of the work order value. (This includes submission of separate Final Reports of Kanpur, Bareilly and Jhansi)
 3. **On completion of entire works in all respect and its acceptance by CUGL-** Balance 20% of the work order value.
- The Contractor shall raise the Invoices(s) to the owner for payment of bills.

Payment shall be made based on the work done & certified by Engineer-in-charge and completion of all contractual obligations.

SOR

(SCHEDULE OF RATES)

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) FOR Quantitative Risk Assessment (QRA) of CUGL's Kanpur, Unnao, Bareilly and Jhansi Facilities

Sr. No.	Item description	HSN/SAC Code	UoM	Qty	Unit Rate (Rs.)	Total Amount (INR)
1	Quantitative Risk Assessment for kanpur, Unnao, Bareilly and Jhansi facilities for Central U.P. Gas Ltd. as per the defined Scope of Work (including Travelling + Stay Expenses also)		Nos.	1	To be quoted our e-tender portal	
	Basic Total (Rs.)					
	GST (% -----)					
	Grand Total (INR)					