



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

**BID DOCUMENT FOR THE ARC FOR SUPPLY
AND REFILLING OF (ODORANT OF BLEND:
TBM+MES) FOR ODORIZING UNIT FOR
KANPUR, BAREILLY, UNNAO AND JHANSI**

BID DOCUMENT NO : CUGL/C&P/TEN2324/64

THROUGH E-TENDERING MODE

OPEN DOMESTIC COMPETITIVE BIDDING

INDEX

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IFB
(INVITATION FOR BID)

SECTION-I

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



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

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2324/64

Date: 01.03.2024

To,

Kind Attn: Mr.

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for Kanpur, Unnao, Bareilly and Jhansi
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	Rs. 1,34,200/-
7.	Pre-Bid Meeting	<u>NA</u>
8.	Bid Due Date with Time	<u>14.03.2024 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

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

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

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

(Shekhar Devidas Kankrej)
Sr. Manager (C&P)

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

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

ISO 9001:2015, ISO 14001: 2015 & ISO 45001: 2018 Certified Organisation

BEC
(BID EVALUATION
CRITERIA)
SECTION-II

BIDDER'S EVALUATION CRITERIA

1. The bidder should be either a Manufacturer (OEM) of Odorant of blend (TBM-Tert butyl mercaptan:75-80% + MES-Methyl ethyl sulphide: 20-25%) or an “Authorized Distributor/ Authorized Dealer/ Authorized Stockist” of Manufacturer.
2. If the bidder is a Manufacturer (OEM) of Odorant of blend, then bidder shall submit self-certification, along with the bid, that the bidder is a manufacturer of Odorant of blend.
3. If the Bidder is an “Authorized Distributor/ Authorized Dealer/ Authorized Stockist” of a Manufacturer (OEM), then it must submit valid Certificate from the Manufacturer (OEM) certifying that it is “Authorized Distributor/ Authorized Dealer/ Authorized Stockist” of the manufacturer.
4. Bidder shall submit an undertaking (in the format provided as per FORM No. 1A) that it shall provide original ‘Test Certificate / Chemical Analysis Report’ and ‘Material Safety Data Sheet’ from the Manufacturer (OEM) with the batch identification number for the supplied material during supply at site.
5. Bidder should have supplied at least 1250.00 Kg of odorant of blend and filled 1250.00 Kg of odorant of blend into the customers odorizing tanks using all required fittings, safety equipment etc. in a single Purchase Order during any of the preceding seven (7) years reckoned from bid due date.
6. For running contract, in case the bidder is executing a contract of above nature which is still running and the contract quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user / owner / client etc. duly certified/ attested by notary public with legible stamp.

DOCUMENTS REQUIRED FOR MEETING THE ABOVE BEC:

Following documents are required for points 1, 3 & 5 above, to be submitted in support of the above qualifying criteria:

1. Copy of Purchase Order/ WO as evidence should be submitted along with bid clearly mentioning supply and filling of odorant of blend to be in the scope of the supplier.
2. Certificate from end user/ tax invoice with proof of payment/any other document ensuring actual supply and filling of odorant of blend with a cross reference to the PO/ WO. The document should also certify/ establish that a minimum of 1250.00 KG has been supplied and filled by the service provider.
3. Authorization Certificate/document issued by OEM in case of Authorized distributor/dealer/stockiest.

FINANCIAL CRITERIA

Annual Turnover

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

Minimum annual Turn Over: Rs. 11.19 Lacs.

Net worth

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

Working capital

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

Minimum working capital: Rs. 2.24 Lacs

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

In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever , the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

Bidder shall meet the qualification criteria as stated Bid Evaluation Criteria. Bidder shall furnish

following documents along with the bid, to justify meeting the stipulated qualification criteria.

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

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

The Price evaluation shall be done on package wise and on least cost basis.

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:

- Tender terms & conditions is firm and fixed by CUGL and this is zero deviation tender.
- **It is also noted that CUGL will not issue/raise any post bid query (TQ/CQ to the bidder) 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:	[Signature of Authorized Signatory]
	Name:
Date:	Designation:
	Seal:

CHECK LIST

Sl. No.	Description	YES/NO
1.	Tender document signed & stamped	
2.	Three year Audited Balance sheet (FY-2020-21, 2021-22 & 2022-23) alongwith ITR duly complied with UDIN	
3.	BEC Related documents as asked in BEC	
4.	SOR Quoted	
5.	All forms and formats F-1 TO F-16 to be filled with all required details	
6.	MSME/Udyam certificate (Small & Micro)	
7.	EMD/Bid Security (If bidder not MSME)	

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

ITB
(INSTRUCTION TO
BIDDER)

SECTION-III

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -A

NOTE: Bidders are advised to complete the registration with e-tender portal (<https://etenders.gov.in>) at least two working days prior to bid submission date.

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

1.0 BIDDING PROCEDURE

Bidding will be conducted through Open Domestic Tendering. Single Stage Two Bid system is adopted for this tender. The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/eprocure/app>. Tender document can be downloaded from the website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website www.cugl.co.in

Note: To participate in the e-tendering, it is mandatory for the bidders to have userID & password. For this purpose, the bidder has to register itself on CPPP's website <https://etenders.gov.in/eprocure/app>. Please also note that the bidder has to obtain digital signature token for applying in the tender and in general, activation of registration may take 24 hours' subject to the submission of all requisite documents required in the process.

Note: CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration.

(The bids must be submitted online in electronic form on <https://etenders.gov.in/eprocure/app> only. No physical bids will be accepted.)

2.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website www.cugl.co.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidders shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

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

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -B

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents — including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e., Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of tender including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4001002, 0120-4001 005 and 0120-6277 787. The helpdesk email id is support-eproc@nic.in

FOR TENDER RELATED QUERIES:

(1) NAME : Mr. Shekhar Devidas Kankrej
Phone: 0512 2582455
E-mail: shekhar.kankrej@cugl.co.in

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

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 : BEC (Bid Evaluation Criteria)
- Section –III : Instruction to Bidders (ITB)
- Section-IV : General conditions of Contract (GCC)
- Section-V: Forms & Format
- Section –VI: Scope of Work (SOW)
- Section –VII: HSE Specification
- Section-VII: Price schedule/Schedule of Rates (SOR)

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

8.0 CLARIFICATION ON BID DOCUMENTS

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

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

9.0 AMENDMENT OF BID DOCUMENTS

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

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

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

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

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

10.0 DOCUMENTS COMPRISING THE BID

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

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

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

- a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b) 'Bidder's General Information', as per 'Form F-1'.
- c) 'Bid Form', as per 'Form F-2'
- d) Copies of documents, as required in 'Form F-3'
- e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- g) 'No Deviation Confirmation', as per 'Form F-6'
- h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- j) 'Agreed Terms and Conditions', as per 'Form F-10'
- k) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- l) Undertaking on the Letter head, as per the Form F-12.
- m) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- n) Any other information/details required as per Bidding Document
- o) All forms and Formats including Annexures.
- p) EMD /Bid Security
- q) Tender document duly signed by authorized signatory.
- r) All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

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

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

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

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

11.1.3 Part-II: PRICE BID

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

Note

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

11.1.4 NA

12 BID PRICES

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

between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.

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

13 TAXES & DUTIES

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

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

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

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

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

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

- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before

the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

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

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

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

recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.

13.11 **Anti-profiteering clause**

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

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

14.0 **BID CURRENCY**

Bidders must submit bid in Indian Rupees only.

15.0 **BID VALIDITY**

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

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

16.0 **EARNEST MONEY**

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

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

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

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

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).

- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections' as per provision of ITB.

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

17.0 PRE-BID MEETING

17.1 As per IFB.

18.0 FORMAT AND SIGNING OF BID

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

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

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CUGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CUGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. CUGL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. CUGL

reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security (exempted for SME enterprises as clause no. 16.1)
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid

- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (m) Force Majeure& Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20.0 E-PAYMENTS

NA

21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES

21.0 NA

D. SUBMISSION OF BIDS

22.0 Submission of bid Through Online

- 22.1 WEB PORTAL FOR Bid Submission online <https://etenders.gov.in> 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.

23.0 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.

34.2.1 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

35.0 POST QUALIFICATION

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

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

F - AWARD OF CONTRACT

36.0 AWARD

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

37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

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

38.0 SIGNING OF AGREEMENT

- 38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor/Service Provider).
- 38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

39.0 PERFORMANCE GUARANTEE

- 39.1 Pursuant to clause no. 12 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.
- 39.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

40.0 REPEAT ORDER

- 40.1 As per GCC

41.0 CORRUPT AND FRAUDULENT PRACTICES

- 41.1 The Owner/Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
 - b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The

Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.

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

42.0 INCOME TAX & CORPORATE TAX

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

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

43.0 WAIVER OR TRANSFER OF THE AGREEMENT

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

- 44.0** In case L-1 bidder denied executing the job, then job will be awarded to the L-2 bidder subject to the matching of L-1 bidder's rates.

In case L-2, bidder does not match the L-1 rates, then L-3.....and so on bidders shall be asked to match the L-1 rates until all such options are exhausted.

45.0 EVALUATION OF PERFORMANCE

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

GCC
(GENERAL
CONDITIONS OF
CONTRACT)

SECTION -IV

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the OWNER and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the OWNER for completion of all obligations of the Contractor under the Agreement.
- 1.4 NA
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer' means an authorized representative of the OWNER, if any, to which the OWNER has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the OWNER. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the OWNER, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the OWNER under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by OWNER to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.14 'The OWNER/PURCHASER/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.
- 1.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.

- 1.16 'Site' or 'OWNER's stores' means the place or places named in tender document.
- 1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.

2.0 INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3.0 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the OWNER, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the OWNER / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by OWNER/ Consultant/ Engineer/ Inspector. The OWNER/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

3.4 Regarding the application of this clause, the experts appointed by the OWNER/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the OWNER in these matters.

3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the OWNER and shall be returned (all copies) to the OWNER on completion of the Contractor's obligations under the Agreement, if so required by the OWNER.

4.0 Contract PERFORMANCE bank guarantee

4.1 Within twenty one (21) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.

4.2 The Contract Performance Bank Guarantee shall be taken @ 3% of the total annualized order value (exclusive of GST). The Contract Performance Bank Guarantee shall be released within 90 days after the expiry of defect liability period of respective order.

4.3 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.

4.4 The proceeds of the Contract Performance Bank Guarantee shall be payable to the OWNER as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.

4.5 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in the following form:

- a) A bank guarantee issued by a scheduled / nationalized bank is acceptable to the OWNER, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the OWNER and returned to the Contractor not later than Ninety days (90) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.

4.6 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5.0 INSPECTIONS AND TESTS

5.1 Refer SOW.

6.0 TRANSPORTATION

6.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from OWNER's store and Transportation to place of work including its coverage for transit insurance.

7.0 GUARANTEE/ WARRANTY/ Defect liability period

7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from OWNER/ Consultant.

- 7.2 The OWNER shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the OWNER. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the OWNER for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to OWNER.
- 7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the OWNER may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the OWNER may have against the Contractor under the Agreement.

8.0 PRICES

- 8.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

9.0 TAXES, DUTIES, ETC.

- 9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including BOCW tax, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.
- 9.2 Contractor further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.
- 9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10.0 STATUTORY VARIATION

- 10.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies/Local Bodies shall be to Contractor's account except for statutory variations in Service Tax, which shall be reimbursed by OWNER against documentary evidence submitted by the Contractor.
- 10.2 With respect to service tax rules, at the time of execution of works / processing of invoices, all GST rules will apply as applicable.

11.0 PAYMENT

11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of OWNER, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective OWNER's Engineer-In-Charge within 15 (Fifteen days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer of SCC.

11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.

12.0 SUB-CONTRACTING

12.1 The Contractor shall notify the OWNER in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.

12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub contractors.

12.3 For any subcontract, the OWNER is entitled to demand from the Contractor, for approval of the list of sub-contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the OWNER cannot give rise to any legal bond between the OWNER and the sub contractors and leaves full responsibility only to the Contractor.

12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the OWNER the full and direct beneficiary of such warranty.

13.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the OWNER in the Completion Schedule.

13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:

13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by

such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

13.3 In such events of above sub-clauses:

13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.

13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.

13.7 Except as provided under GCC or for the reasons solely attributable to the OWNER, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

14.0 Contractor remains liable to pay compensation if action not taken under clause 13

14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and

such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13.0 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

15.0 TERMINATION FOR DEFAULT

- 15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the OWNER reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the OWNER's rights of receiving reparation for the resulting damage.
- 15.2 The OWNER may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

16.0 Change in constitution

- 16.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12.0 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

17.0 Members of the OWNER not individually liable

17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

18.0 Contractor's office at site

18.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

19.0 Contractor to Indemnify the OWNER

19.1 The contractor shall indemnify the OWNER and every member, officer and employee of the OWNER, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the OWNER for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The OWNER shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the OWNER indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

19.2 If any action is brought before a Court, Tribunal or any other Authority against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

19.3 If OWNER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the OWNER shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the OWNER to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

20.0 Safety regulations

20.1 In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the OWNER indemnified in respect thereof.

21.0 Other agencies at site

21.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

22.0 Liens

22.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

22.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

23.0 TERMINATION FOR OWNER'S cONVENIENCE

23.1 The OWNER, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the OWNER's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the OWNER on the terms and prices mutually agreed at that time.

23.3 For the remaining Goods, the OWNER may elect:

- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- (c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

24.0 Payment if the contract is terminated

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15.0 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.

24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

a) Any and all completed works.

Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25.0 No waiver of rights

25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

26.0 PLANNING

26.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to OWNER not later than fifteen (15) Days from date of Notification of Award the following:

A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

26.2 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub contractors.

26.3 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

27.0 PROGRESs

27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the OWNER in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.

27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the OWNER so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.

27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the OWNER will notify this to the Contractor and will demand that Contractor defines, in

writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the OWNER.

27.4 The OWNER and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

28.0 Work in monsoon and dewatering

28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

29.0 Work on Sundays and Holidays

29.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

30.0 SETTLEMENT OF DISPUTES

30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.

30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out an amicable resolution and settlement.

30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the OWNER or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of OWNER, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to OWNER in any manner whatsoever.

30.5 The Arbitration proceedings shall be held in Uttar Pradesh and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.

30.6 It is hereby clarified that the Courts at Uttar Pradesh alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31.0 NA

32.0 LIMITATION OF LIABILITY

32.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the OWNER, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the OWNER and the aggregate liability of the Contractor to the OWNER, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

33.0 GOVERNING LANGUAGE

33.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

34.0 APPLICABLE LAW

34.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Uttar Pradesh shall have exclusive jurisdiction.

35.0 NOTICES

35.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

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

36.0 Insurance

36.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) EMPLOYEES STATE INSURANCE ACT:

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 SUB-CONTRACTOR 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, by third parties or by Central or State Government authority or any political sub- division 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 SUB-CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR 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 SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until 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 OWNER'S LIABILITY INSURANCE:

Workmen Compensation and OWNER's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and OWNER's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

iii) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to OWNER site and or any free issue materials issued by OWNER, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

iv) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the OWNER and the cost of materials being procured by the CONTRACTOR.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER at its sole discretion with an extended maintenance

coverage for the contractor's liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

v) **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

37.0 Damage to Property or to any Person or any Third Party

37.1 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 within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

37.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the 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. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

37.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages 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 wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

38.0 DATE OF COMING INTO EFFECT

38.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

39.0 Execution of work

39.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

40.0 NA

41.0 Construction aids, equipments, tools & tackles

41.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

42.0 Care of works

42.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions.

43.0 Alterations in specifications, design and extra works -PRESENT

43.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

43.2 In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

44.0 OWNER may do part of work

44.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

45.0 Possession prior to completion

45.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

46.0 Suspension of works

46.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

46.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT

47.0 Care of works

47.1 Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have

taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

47.2 Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

48.0 Replacement of defective parts and materials

48.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

48.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the

CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

49.0 defence of suits

49.1 If any action is brought before a Court, Tribunal or any other Authority against the OWNER or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

50.0 Deductions from the contract price

50.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims

51.0 Completion certificate

51.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 47.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

51.2 Completion certificate:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

51.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 51.2 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

52.0 Final decision and final certificate

52.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN-CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

53.0 Certificate and payments on evidence of completion

53.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

54.0 CONTRACTOR'S RESPONSIBILITY

54.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

54.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the OWNER. In case of default by the contractor, OWNER will hold the release of contractor's

payment till the contractor makes the payment of salary to his personnel or OWNER may take suitable action at the risk & cost of Contractor.

54.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the contractor personnel.

54.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

54.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

55.0 Modification In Contract

55.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OWNER by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

55.2 OWNER shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

56.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

56.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

57.0 SUB-LETTING OF CONTRACT

57.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of OWNER.

58.0 EMPLOYMENT LIABILITY OF CONTRACTOR

58.1 The Contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

58.2 The Contractor shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

58.3 The Contractor shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

58.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

59.0 COMPLIANCE OF LAWS

59.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

59.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour (“Regulation & Abolition”) Act 1970 and Acts made thereafter.

59.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour (“Regulation & Abolition”) Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

59.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the OWNER’s contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER.

59.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

59.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the Contractor’s personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

59.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor’s personnel shall be arranged by the contractor himself. However fire fighting equipments shall be arranged by OWNER.

59.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, OWNER has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with OWNER. General third party insurance for CNG Station shall be arranged by OWNER.

60.0 THE ENGINEER-IN-CHARGE

60.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

60.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

60.3 Order the Contractor to remove or replace any workmen whom the OWNER considers incompetent or unsuitable and opinion of the OWNER representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

61.0 REPATRIATION AND TERMINATION

61.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by OWNER immediately.

61.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the OWNER for the same.

61.3 Also OWNER will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

62.0 INDEMNITY

62.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the OWNER against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

63.0 Contractor's sub-ordinate staff and their conduct

63.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

63.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the OWNER or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately re-placed at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

63.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the OWNER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to OWNER on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

63.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

64.0 JURISDICTION

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

65.0 FORCE MAJEURE

65.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

- 65.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.
- 65.3 Upon such occurrence, contractor shall immediately inform the OWNER and only in case OWNER decides, contractor shall interrupt the CNG re-fuelling. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per OWNER's approved procedures.
- 65.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

- 66.0 The bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the complete item considering all specifications and Conditions of Contract. In case it is noticed that the rate quoted by the bidder of individual items rates are higher or lower by more than 50% of the estimated rates then such items shall be considered abnormally high or low rated items i.e. AHR /ALR items.

Abnormal High Rate (AHR) items

The quantity of high rate items shall be restricted to the SOR quantities Execution of AHR items beyond the SOR quantities shall be made at the least of the following rates:

- A) Average rates of the item of all the qualified bidders
- B) The rate estimated at the time of tendering.

In case the overall quote of the qualified L-1 bidder is less than the overall estimate, then the rate of contractor arrived after applying the same percentage of difference by which his overall quote was lower than the overall estimate.

67. Repeat order :

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

FORMS & FORMATS

SECTION-V

F-1

BIDDER'S GENERAL INFORMATION

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2324/64
SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir(s),

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

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

We, the _____ Bank at
_____ having our Head Office
_____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers
by Central UP Gas Limited, the amount _____
without any reservation, protest, demur and recourse. Any such demand made by CUGL,
shall be conclusive and binding on us irrespective of any dispute or difference raised by the
Tenderer.

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

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

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

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

F-5
LETTER OF AUTHORITY

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

Ref:

Date:

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

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

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

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

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

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

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

F-6
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2324/64
SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

F-7

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

To,

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

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

Place:

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

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

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

Dear Sir(s),

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

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

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

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

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

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

argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10
AGREED TERMS & CONDITIONS

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

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

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

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

Bid.

Place:
Date:

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

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-14
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with		

	complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		X
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		X
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:
Date:

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

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

F-15

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

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

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

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

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

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

Yours truly,
for (Name & address of Bank)

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

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

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

Instructions:

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

F-17
BIDDER'S QUERIES FOR PRE BID MEETING

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

Bid Document No: CUGL/C&P/TEN2324/64

SUB : ARC for Supply and refilling (Odorant of Blend: TBM+MES) for Odorizing Unit for
Kanpur, Unnao, Bareilly and Jhansi

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

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

SIGNATURE OF BIDDER: _____

4. NAME OF BIDDER : _____

Date

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

SCOPE OF WORKS (SOW)

SECTION-VI

Scope of work for ARC for Supply and refilling of Odorant of Blend (TBM:75-80%, MES: 20-25%) (Odorant) for 3 years

Sl. No.		
1	Supply	Description
A	Supply of Odorant of Blend (TBM:75-80%, MES: 20-25%)	Supply & refilling of Odorant of blend (TBM: 75-80%, MES: 20-25%) as per quantity decided by Engineer in Charge at prescribed locations of CUGL: 1) Fazalganj CNG Station at Kanpur, 2) Chakeri CNG station at Knpur, 3) Rohilla CNG station at Bareilly, 4) Akrapur, Unnao. 5) Jhansi Lahergird Quantity shown in SOR shall vary based of requirement and payment will be done on actual supply basis.
B	Transportation	Transportation of Odorant of blend (TBM: 75-80%, MES: 20-25%) shall be as per rules of hazardous chemical transportation and documentation shall be available along with vehicle and provided to CUGL representative. If any penalty/obligation occurs during transportation due to violation of any safety/transportation rules, it shall be the sole responsibility of vendor.
C	Fire fighting Arrangement	Fire fighting arrangement shall be available along with vehicle to tackle the emergency.
D	Disposal of empty Containers	Safe Disposal/returning of empty containers/drums is the responsibility of vendor.
E	Material Safety Data Sheet	MSDS shall be available in Odorant of Blend transportation vehicle, and it shall be provided to CUGL representative.
F	No. of Trips for refilling	All 5 locations shall be covered under 1 trip and 3 trips per year shall be required for 3 year ARC period.
G	ARC period	From the date of award of PO to 03 Years .
2	Refilling	
A	Refilling of Odorant of Blend (TBM:75-80%, MES: 20-25%)	During refilling, arrangement of all fittings, tools & tackles, PPEs neutralizers and any other thing (if required) shall be the responsibility of vendor.

B	Trained persons during refilling	Being a highly hazardous material, refilling shall be carried out by trained technicians/supervisors only.
C	SOPs	To ensure the safe refilling, SOPs shall be available along with refilling persons and these shall be strictly followed.
D	Training to CUGL Staff before refilling	Vendor shall arrange the training/tool box talk with CUGL station staff before start of refilling to tackle the emergency situation.
E	Refilling Arrangement	The vendor shall arrange the containers/vessels of Odorant of blend along with mechanism to refill and measure the quantity during refilling in odorizing unit. Vendor has to arrange calibrated Flow meter to measure the quantity of Odorant filled in the Odorizer unit for all the locations.
F	Delivery	ARC period for supply, transportation & refilling of odorant of blend shall be valid for 3 years from the date of award. However, the delivery of odorant of blend (supply and refilling) shall be within 15 days from the date of intimation from EIC of CUGL for each lot as and when required during contract period of 3 years.
G	Payment Terms	100% payment shall be released within 30 days on successful supply transportation and refilling of odorant of blend (for each Lot) with submission GST invoice along with supporting Document.
H	PRS for Late delivery	In the event of delay in deliveries beyond stipulated delivery schedule. Vendor agrees to a Price reduction of @0.5% of the order value of each lot for each week of delay or part thereof to a maximum of 5% of Order value. The decision of the Engineer-In-Charge in regard to applicability of PRS shall be final and binding on the Vendor. In case of delay on the part of the Vendor the invoice shall be submitted after applicable price reduction.

UNDERTAKING BY THE BIDDER

This is to declare that M/s _____ (bidder) shall be providing Manufacturer's "Test Certificate/ Chemical Analysis Report" and "Material Safety Data Sheet" with the batch identification number for the supplied material at the time of supply of Odorant of blend at sites along with the Invoice against the Tender No. _____ of Central UP Gas Limited.

Date:

Signature of bidder
With stamp

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

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

requirement.

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

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

Guidelines for imposition of punitive fines

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

Proposed guidelines for imposition are described below:

- 4.1 For first time violation of safety rules & regulation by any contractor, HSE-officer will issue a warning

letter to contractor with intimation to EIC of work centre with a copy to MD & DC.

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

SOR

(SCHEDULE OF RATES)

SECTION-VIII

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

Schedule of Rates (SOR) for ARC for supply and refilling of Odorant Blend at Kanpur, Unnao, Bareilly & Jhansi for 3 year

Sl. No.	Item Description	Description	UoM	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	GST		Total Amount with GST (Rs.)
							%	Amount (D)	
				A	B	C=AxB			E=C+D
1	Supply of Odorant of Blend (TBM:75-80%, MES:20-25%)	Includes supply, handling, tools and tackles etc.	KG	7500.00					To be quoted on e-tender portal
2	Refilling of Odorant of Blend (TBM:75-80%, MES:20-25%)	Includes all the fittings, tools & tackles, PPEs, neutralizers, SOPs, MSDS etc	KG	7500.00					To be quoted on e-tender portal
3	Transportation of Odorant of Blend (TBM:75-80%, MES:20-25%)	Includes transit insurance, handling during transportation, transportation is required through milkman concept.	Nos. of Trip	9					To be quoted on e-tender portal
Grand Total (Rs.)									

1. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly

2. Bidder to mandatory quote the taxes applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST)

3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", "Kept as Blank", "Extra at actual" etc), their quoted price shall be considered inclusive of all applicable GST.

Signature of

Authorized signatory:

DATE :

NAME :

PLACE:

DESIGNATION:

SEAL :