



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

**BID DOCUMENT FOR FORECOURT  
OPERATION SERVICES FOR CITY GAS  
DISTRIBUTION PROJECT OF M/S.  
CENTRAL U. P. GAS LIMITED, FOR THE  
PERIOD OF 02 YEARS**

**BID DOCUMENT NO : CUGL/C&P/TEN2627/31**

**THROUGH E-TENDERING MODE**

**OPEN DOMESTIC COMPETITIVE BIDDING**

| <u>INDEX</u> |                                             |
|--------------|---------------------------------------------|
| <u>S.No.</u> | <u>INDEX HEADING</u>                        |
| <b>1</b>     | <b>IFB (INVITATION FOR BID)</b>             |
| <b>2</b>     | <b>BEC (BID EVALUATION CRITERIA)</b>        |
| <b>3</b>     | <b>ITB (INSTRUCTION TO BIDDER)</b>          |
| <b>4</b>     | <b>GCC (GENERAL CONDITIONS OF CONTRACT)</b> |
| <b>5</b>     | <b>FORMS &amp; FORMATS</b>                  |
| <b>6</b>     | <b>SCOPE OF WORKS (SOW)</b>                 |
| <b>7</b>     | <b>HSE SPECIFICATION</b>                    |
| <b>8</b>     | <b>SOR (SCHEDULE OF RATES)</b>              |

# **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/TEN2627/31**

**Date: 01.10.2026**

To,

**Kind Attn:**

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 & Jhansi city is currently executing City Gas Distribution Project to Supply Natural Gas to Industrial, Commercial and Domestic Consumers and CNG for Vehicles.

|     |                               |                                                                                                                                       |
|-----|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | <b>Project</b>                | City Gas Distribution                                                                                                                 |
| 2.  | <b>Name of Work</b>           | Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years |
| 3.  | <b>Scope of Work</b>          | As per Tender Document                                                                                                                |
| 4.  | <b>Contract Period</b>        | As per Tender Document                                                                                                                |
| 5.  | <b>Bid Validity</b>           | 120 days from the bid due date                                                                                                        |
| 6.  | <b>Bid Security/EMD</b>       | Group A (Kanpur): Rs. 10,21,700/-<br>Group B (Bareilly): Rs. 4,76,500/-                                                               |
| 7.  | <b>Pre-Bid Meeting</b>        | <u>07.10.2026; 11:30 Hrs.</u>                                                                                                         |
| 8.  | <b>Bid Due Date with Time</b> | <u>15.10.2026 up to 15:00 Hrs.</u>                                                                                                    |
| 9.  | <b>Type of Bid</b>            | Two Bid System                                                                                                                        |
| 10. | <b>Basic of Evaluation</b>    | Group Wise Basis                                                                                                                      |

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this Tender on Group Wise 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**  
Digitally signed by SHEKHAR DEVIDAS KANKREJ  
Date: 2026.10.01 17:21:07 +05'30'  
(Shekhar Devidas Kankrej)  
Sr. Manager (C&P)

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

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

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

# **BEC (BID EVALUATION CRITERIA)**

## **SECTION -II**

## **(BID EVALUATION CRITERIA)**

### **TECHNICAL CRITERIA**

The following bidder's qualification criteria shall be applicable for qualifying bids for this tender document. Bids submitted by bidders who do not submit the documents establishing bidder's eligibility or who do not satisfy the qualifying criteria may not be considered for evaluation. The decision of CUGL in this regard shall be final and binding.

#### **GROUP-A (Kanpur)**

##### **1 Technical Criteria:**

- 1.1 The bidder should have executed at least one order for similar work/service means Forecourt Management Services or Service Provider for fuel dispensing for any CGD company/Oil Marketing Company (OMC) for minimum value of Rs. 1.22 Crores in single order within last seven (07) years reckoned from bid due date.
- 1.2 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BQC.

##### **2 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:**

Documents/Documentary Evidence required to be submitted by bidder along with the bid for qualification of BEC as above.

| <b>S N</b> | <b>Description</b>                   | <b>Documents required along with Un- priced bid for qualifying Technical BQC</b>   |
|------------|--------------------------------------|------------------------------------------------------------------------------------|
| <b>1</b>   | <b>Technical Experience Criteria</b> | <b>Documents to be submitted</b>                                                   |
|            |                                      | Bidder must fill their experience details to match BEC and submit the following: - |
|            |                                      | • <b>Purchase Order / Work Order copy.</b>                                         |
|            |                                      | • <b>Completion/Execution Certificate</b>                                          |

## **GROUP-B (Bareilly)**

The following bidder's qualification criteria shall be applicable for qualifying bids for this tender document. Bids submitted by bidders who do not submit the documents establishing bidder's eligibility or who do not satisfy the qualifying criteria may not be considered for evaluation. The decision of CUGL in this regard shall be final and binding.

### **1 Technical Criteria:**

- 1.1 The bidder should have executed at least one order for similar work/service means Forecourt Management Services or Service Provider for fuel dispensing for any CGD company/Oil Marketing Company (OMC) for minimum value of Rs. 60 Lakhs in single order within last seven (07) years reckoned from bid due date.
- 1.2 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor/Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BQC.

### **2 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:**

Documents/Documentary Evidence required to be submitted by bidder along with the bid for qualification of BEC as above.

| <b>S N</b> | <b>Description</b>                   | <b>Documents required along with Un- priced bid for qualifying Technical BQC</b>   |
|------------|--------------------------------------|------------------------------------------------------------------------------------|
| <b>1</b>   | <b>Technical Experience Criteria</b> | <b>Documents to be submitted</b>                                                   |
|            |                                      | Bidder must fill their experience details to match BEC and submit the following: - |
|            |                                      | • <b>Purchase Order / Work Order copy.</b>                                         |
|            |                                      | • <b>Completion/Execution Certificate</b>                                          |

## **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 turnover shall be as follows:

Group A (Kanpur) : Rs. 127.72 Lacs.

Group B (Bareilly) : Rs. 60.00 Lakhs.

### **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 shall be as follows:

Group A (Kanpur & Unnao) : Rs. 25.54 Lacs.

Group B (Bareilly) : Rs. 11.91 Lakhs.

*If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having a net worth of not less than Rs. 100 crores, confirming the availability of a line of credit to cover the inadequacy of the previous year and meet the current working capital requirement*

In case of tenders having the bid closing date up to 30th September of the relevant financial a1s 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, the bidder is required to submit a copy of the Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.

- Owner reserves the right to get direct feedback from user on satisfactory performance.

The price evaluation shall be done on Group wise basis.

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

In case the bidder quotes for more than one group, the requirement of technical & financial criteria shall be on cumulative basis for the quoted groups.

#### **Note**

#### **“ Financial Bid Documents”**

**Bidders are required to submit the single PDF in the name of ‘Financial Bid Documents’ of following documents:**

1. Balance Sheet
2. ITR
3. CA certificates

## TERMS & CONDITIONS FOR KANPUR LOCATION

### **Time Period of Contract:**

The time period of contract shall be two years from the date of award/date of intimation by CUGL. The contract shall be further extendable for the period of one year on same rates and terms and conditions on satisfactory performance of service provider.

Details and main scope of work points are as under:

- 1) Contract shall be awarded based on payment to service provider on a KG sale (CNG) basis for COCO CNG stations.
- 2) Miscellaneous services required under forecourt operation are cash handling, providing the uniform and safety shoes to manpower, daily sale DPR, gas reconciliation, housekeeping of forecourt & station building, CNG sale from dispensers, shift supervision, customer handling, liasoning with W&M for stamping of CNG dispensers, Wage/ESI/PF/Factories/Labor compliances as per new labor law 2026 and safe/trouble free operation of COCO CNG stations & medical health check of manpower on yearly basis.
- 3) Salary to the forecourt manpower based on Central Minimum Wages as per latest circular and its revision time to time shall be ensured by Service provider. All the supporting documents ensuring the wages, ESI, PF & other statutory compliances shall be submitted by service provider on monthly basis along with invoice.
- 4) Bidders shall quote the service rates/charges in % (percentage), above, below or at par of CUGL's estimated per KG rates.
- 5) Service provider is required to engage the competent manpower with good track record and relevant work experience in consultation with SIC/EIC of CUGL as high competency level is required to perform the job responsibility. Services required under forecourt operations shall be shift supervision, gas filling, housekeeping & gardening etc. and associated works

### **Methodology for Evaluation of Price Bids:**

- 1.1 This is a Percentage (%) tender. Bidders are requested to review the estimates and quote the % above or below or At Par in the respective SOR. Estimated per kg Rate is Rs 2.8. Bid shall be rejected if any bidder quoted the rates below Rs 1.4 .
- 1.2 The Price Bids of only techno-commercially-acceptable bidders as per Tender Provision shall be opened and will be considered for evaluation.
- 1.3 Bids shall be evaluated for lowest landed price (L-1) for complete SOR for the finalization of tender and Award of Contract.
- 1.4 No uncalled-for lumpsum/ percentage or adhoc reduction/increase in prices offered by a bidder after opening of bids shall be considered.
- 1.5 The unit prices/percentage quoted in the price bid are to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices etc.
- 1.6 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the bid shall be omitted from evaluation.

## **2 SPLITTING OF CONTRACTS:**

- 2.1 CUGL intends to deploy 2 agencies. The contract shall be Splitted / divided in the ratio of 60:40 (i.e. 60% quantum of Job to L-1 and 40% quantum of Job to L-2 (or any other techno-commercially qualified bidder) subject to matching of L-1 rates.
- 2.2 Splitting of order shall be resorted only on the acceptance of L-1 rates.
- 2.3 The L-2, L-3 bidder and so on as case may be shall be asked to match the L-1 rates (Item Wise) and if L-2 bidder do not agree to match the L-1 rates (Item Wise) then the subsequent lowest bidder i.e. L-3 bidder shall be asked to match the L-1 rates (Item Wise) and so on. The job shall be awarded to the successful bidder as tabulated below:

| SN | Splitting Percentage Quantity | Name of the Station to be Awarded                                                                                           |
|----|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1  | 60% quantum of Job            | 1. Panki Mother CNG station, Kanpur GA<br>2. Chakeri Mother CNG station, Kanpur GA<br>3. Juhi Mother CNG station, Kanpur GA |
| 2  | 40 % quantum of Job           | 1. Fazalganj online CNG station, Kanpur GA<br>2. Makadikheda Mother CNG station, Kanpur GA                                  |

2.4 Awarding Work When L-1 rates (Item Wise) aren't matched by 02 agencies required:

#### **2.4.1 Case 1: Only one Bidder Matches L-1 Rates (Item Wise)**

if only one techno-commercially qualified bidder (i.e. L-2, L-3 and so on bidder) agrees to match the L-1 rates (Item Wise) then the job shall be awarded to the L-1 and bidder matching of L-1 rates subjected to meeting the turnover criteria as tabulated below:

| SN | Splitting Percentage Quantity | Name of the Station to be Awarded                                                                                           |
|----|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1  | 60% quantum of Job            | 4. Panki Mother CNG station, Kanpur GA<br>5. Chakeri Mother CNG station, Kanpur GA<br>6. Juhi Mother CNG station, Kanpur GA |
| 2  | 40 % quantum of Job           | 3. Fazalganj online CNG station, Kanpur GA<br>1. Makadikheda Mother CNG station, Kanpur GA                                  |

#### **2.4.2 Case 2: No Bidders Match L-1 Rates (Item Wise)**

if none of the techno-commercially qualified bidders (i.e. L-2, L-3 and so on bidders) agrees to match the L-1 rates (Item Wise) then the complete job shall be awarded to the L-1 bidder subjected to meeting the turnover criteria.

2.5 CUGL shall initially intimate the award through Letter of Intent (LOI) to the Successful Bidder. After issue of Letter of Intent (LOI), Successful Bidder within 21 days of issue of LOI shall Submit the CPBG of Amount as per Values Mentioned below for Respective Stations.

| Sr No | Station Name                        | Minimum CPBG Amount against contract                                                                                 |
|-------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 1     | Panki Mother Station Kanpur GA      | 10% of the Annual Contract price excluding taxes (there shall not be any upper ceiling for security deposit amount). |
| 2     | Chakeri Mother Station Kanpur GA    |                                                                                                                      |
| 3     | Juhi Mother Station, Kanpur GA      |                                                                                                                      |
| 4     | Fazalganj Online Station, Kanpur GA |                                                                                                                      |
| 5     | Makadikheda CNG station, Kanpur GA  |                                                                                                                      |

| <b>Sr No</b> | <b>Station Name</b>                          | <b>Minimum CPBG Amount against Cash Security</b>                          |
|--------------|----------------------------------------------|---------------------------------------------------------------------------|
| 1            | <b>Panki Mother Station, Kanpur GA</b>       | 2557 KGx2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 2            | <b>Chakeri Mother Station, Kanpur GA</b>     | 3484 KGx2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 3            | <b>Juhi Mother Station, Kanpur GA</b>        | 4379 KGx2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 4            | <b>Fazalganj Online Station, Kanpur GA</b>   | 6015 KGx2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 5            | <b>Makadikheda Mother Station, Kanpur GA</b> | 5361 KGx2 days x R.S.P OF CNG shall be considered during LOA Award date = |

2.6 If Successful Bidder fails to submit the CPBG within 21 days, LOI shall be cancelled.

2.7 Bidder's firm shall have valid ESIC & EPF registration. Supporting documents shall be submitted along with BID document, failing on which bid shall be rejected.

## **TERMS & CONDITIONS FOR BAREILLY LOCATION**

### **Time Period of Contract:**

The time period of contract shall be two years from the date of award/date of intimation by CUGL. The contract shall be further extendable for the period of one year on same rates and terms and conditions on satisfactory performance of service provider.

Details and main scope of work points are as under:

- 1) Contract shall be awarded based on payment to service provider on a KG sale basis for COCO CNG stations.
- 2) Miscellaneous services required under forecourt operation are cash handling, providing the uniform and safety shoes to manpower, daily sale DPR, gas reconciliation, housekeeping of forecourt & station building, CNG sale from dispensers, shift supervision, customer handling, liasoning with W&M for stamping of CNG dispensers, Wage/ESI/PF/Factories/Labor compliances as per new labor law 2026 and safe/trouble free operation of COCO CNG stations & medical health check of manpower on yearly basis.
- 3) Salary to the forecourt manpower based on Central Minimum Wages as per latest circular and its revision time to time shall be ensured by Service provider. All the supporting documents ensuring the wages, ESI, PF & other statutory compliances shall be submitted by service provider on monthly basis along with invoice.
- 4) Bidders shall quote the service rates/charges in % (percentage), above, below or at part of CUGL's estimated per KG rates.
- 5) Service provider is required to engage the competent manpower with good track record and relevant work experience in consultation with SIC/EIC of CUGL as high competency level is required to perform the job responsibility. Services required under forecourt operations shall be shift supervision, gas filling, housekeeping & gardening etc. and associated works.

**Methodology for Evaluation of Price Bids:**

- 1.1 This is a Percentage (%) tender. Bidders are requested to review the estimates and quote the % above or below or At Par in the respective SOR. Estimated per kg Rate is Rs **2.60**. Bid shall be rejected if any bidder quoted the rates below Rs **1.30**.
- 1.2 The Price Bids of only techno-commercially-acceptable bidders as per Tender Provision shall be opened and will be considered for evaluation.
- 1.3 Bids shall be evaluated for lowest landed price (L-1) for complete SOR for the finalization of tender and Award of Contract.
- 1.4 No uncalled-for lumpsum/ percentage or adhoc reduction/increase in prices offered by a bidder after opening of bids shall be considered.
- 1.5 The unit prices/percentage quoted in the price bid are to be considered for evaluation and no cognizance will be given to the supplementary/ supporting document attached to the price bid, break-up of prices etc.
- 1.6 If discounts and prices etc. are not filled up in the Schedule of Prices and are not as per the requirements of the Bidding Documents, the bid shall be omitted from evaluation.
- 1.7 If Successful Bidder fails to submit the CPBG within 21 days, LOI shall be cancelled.
- 1.9 Bidder's firm shall have valid ESIC & EPF registration. Supporting documents shall be submitted along with BID document, failing on which bid shall be rejected.

### **BIDDERS DECLARATION**

Bid Document No: CUGL/C&P/TEN2627/31

SUB : Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

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

| Groups | Description | Quoted /Not Quoted |
|--------|-------------|--------------------|
| A      | Kanpur      |                    |
| B      | Bareilly    |                    |

**Note:**

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

# CHECK LIST

| Sl. No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES/NO |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.      | Tender document signed & stamped                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |
| 2.      | Three year Audited Balance sheet (FY-2023-24, 2024-25 & 2025-26) alongwith ITR duly complied with UDIN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
| 3.      | BEC Related documents as asked in BEC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |
| 4.      | <b>“ Financial Bid Documents”</b><br><b>Bidders are required to submit the single PDF in the name of ‘Financial Bid Documents’ of following documents:</b> <ol style="list-style-type: none"> <li>1. Balance Sheet</li> <li>2. ITR</li> <li>3. CA certificates</li> </ol>                                                                                                                                                                                                                                                                                                                       |        |
| 5.      | SOR Quoted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |
| 6.      | All forms and formats F-1 TO F-16 to be filled with all required details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |
| 7.      | Form F-16 - Dully certified by Chartered Accountant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |
| 8.      | Current Status of MCA portal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |
| 9.      | MSME/Udyam certificate (Small & Micro)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
| 10.     | Copy of Pan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |
| 11.     | Copy of GST Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |
| 12.     | EMD/Bid Security (If bidder not MSME )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
| 13.     | <p>To Join the video Pre-Bid Meeting on Microsoft Teams, click this link<br/> <a href="#">Pre Bid Meeting against tender for Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years   Meeting-Join   Microsoft Teams</a></p> <p><b>Microsoft Teams meeting</b><br/> <b>Join:</b><br/> <a href="https://teams.microsoft.com/meet/428736165655389?p=zAp6QPt3Afex1zp5hm">https://teams.microsoft.com/meet/428736165655389?p=zAp6QPt3Afex1zp5hm</a><br/> Meeting ID: 428 736 165 655 389<br/> Passcode: gW2ih7AH</p> |        |

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](http://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](http://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](mailto:support-eproc@nic.in)

**FOR TENDER RELATED QUERIES:**

**(1) NAME :** Mr. Shekhar Devidas Kankrej

E-mail: [shekhar.kankrej@cugl.co.in](mailto:shekhar.kankrej@cugl.co.in)

**(2) NAME :** Ms. Sushmita

E-mail: [sushmita@cugl.co.in](mailto: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.
- 

## **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-VIII: Price schedule/Schedule of Rates (SOR)

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

### **8.0 CLARIFICATION ON BID DOCUMENTS**

- 8.1 A prospective bidder requiring any clarification of the Bidding Documents may notify OWNER in writing or by fax or e-mail at the address indicated in the Invitation for Bids. OWNER will respond in writing to any request for clarification of the Bidding documents which it receives not later than 5 days prior to the deadline for the submission of bids prescribed by OWNER. Written copies of OWNER response (including an explanation of the query but without

identifying the source of the query) will be sent to all bidders to whom the bidding documents were issued. Any Clarification or information required by the bidder and not received within the stipulated time period shall be liable to be considered as no clarification/information required.

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

## **9.0 AMENDMENT OF BID DOCUMENTS**

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

## **C. PREPARATION OF BIDS**

### **10.0 LANGUAGE OF BID**

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

### **10.0 DOCUMENTS COMPRISING THE BID**

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

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

**Part-I:** Techno-commercial/un-priced Bid shall contain the following documents:  
'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.

- a) 'Bidder's General Information', as per 'Form F-1'.
- b) 'Bid Form', as per 'Form F-2'
- c) Copies of documents, as required in 'Form F-3'
- d) 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.
- e) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- f) 'No Deviation Confirmation', as per 'Form F-6'
- g) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- h) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- i) 'Agreed Terms and Conditions', as per 'Form F-10'
- j) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- k) Undertaking on the Letter head, as per the Form F-12.
- l) 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.
- m) Any other information/details required as per Bidding Document
- n) 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 U.P. 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®2020 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's account.

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

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

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

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

**13.11 Anti-profiteering clause**

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

- 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.

|                     |                                          |
|---------------------|------------------------------------------|
| Beneficiary         | Central UP Gas Limited                   |
| Bank name & Branch  | Union Bank of India<br>Lakhanpur, Kanpur |
| IFSC Code           | UBIN0563081                              |
| Current Account No. | 455201011012003                          |

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 average 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. 29 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.
- 39.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

### **40.0 CONTRACT EXTENSION**

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

#### **41.0 CORRUPT AND FRAUDULENT PRACTICES**

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

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

b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The

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

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

#### **42.0 INCOME TAX & CORPORATE TAX**

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

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

#### **43.0 WAIVER OR TRANSFER OF THE AGREEMENT**

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

**44.0** 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.** In case L-1 bidder denies / do not execute the job after placement of LOI, then the bidder (L-1) will be placed on holiday for the period of 01 year from the date of issue of letter.

**46.0 EVALUATION OF PERFORMANCE**

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

# **GCC**

## **(GENERAL CONDITIONS OF CONTRACT)**

### **SECTION-IV**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS OF TERMS:**

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

- 1) The OWNER/COMPANY/CUGL mean CENTRAL UP GAS LIMITED, an undertaking registered under The Indian Co. Act, 1956 having its Registered & Corporate office at 7TH Floor UPSIDC complex, A-1/4 lakhanpur Kanpur-208024 and includes its successors and assigns.
- 2) The "CONTRACTOR" means the person or the persons, firm or company or Corporation whose tender has been accepted by the OWNER and includes the CONTRACTOR'S legal Representatives his successors and permitted assigns.
- 3) The "PROJECT LEADER / CONTRACT COORDINATOR / PROJECT COORDINATOR" shall mean the person/ persons designated from time to time by the CUGL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 4) The "WORK" shall means and include all items and things to be supplied/done and services activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
- 5) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
- 6) The "SUB-CONTRACTOR- means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the PROJECT LEADER, and the legal representatives, successors and permitted assigns of such person, firm or company.

- 7) The "CONTRACT" shall mean the Agreement between the OWNER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 8) The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the OWNER.
- 9) The "ALTERATION ORDER" means an order given in writing by the PROJECT LEADER to effect additions to or deletions from and alteration in the works.
- 10) The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the PROJECT LEADER when the works have been completed in accordance of CONTRACT DOCUMENT to his satisfaction.
- 11) The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the PROJECT LEADER/OWNER after the period of liability is over.
- 12) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
- 13) "SITE" shall mean the lands and other places on, under in or through which the works are to be carried out and any other lands or places provided by the owner.
- 14) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 15) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 16) "FAX/LETTER OF INTENT" shall mean intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.

- 17) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
  - 18) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
  - 19) "WEEK" means a period of any consecutive seven days.
  - 20) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
  3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of CUGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
  4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, service tax as imposed by State / Central Govt. if applicable, shall be payable by CUGL at actual subject to submission of service tax regn. No.
  5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate

their services. The CONTRACTOR shall regular and full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.

6. No part of the contract or any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by CUGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of CUGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. CUGL reserves the right to alter the scope of work in quantum as per the urgency

of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days

14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify CENTRAL UP Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representativesshall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-**

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

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

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

#### **19. TENDERER'S RESPONSIBILITY:-**

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

#### **20. SIGNING OF THE CONTRACT:-**

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

#### **21. NOTE TO SCHEDULE OF RATES:-**

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

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

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

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

#### **22. POLICY FOR TENDERS UNDER CONSIDERATION:-**

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

CUGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or

through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means CUGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

### **23. CONTRACTOR TO INDEMNIFY THE CUGL:**

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

### **24. Following documents form the part of this contract.**

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

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

### **25. FORCE MAJURE:**

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

## 26. LABOUR LAWS :

- a) No labour below the age of 18(eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the OWNER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACTOR. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the PROJECT LEADER.
- g) The CONTRACTOR shall furnish to the PROJECT LEADER the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the PROJECT LEADER a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1986, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The PROJECT LEADER shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum

required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the PROJECT LEADER and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The PROJECT LEADER shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the PROJECT LEADER in this respect shall be final and binding.

## **27. ARBITRATION:**

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

by his predecessor. It is also a term of this contract that no person other than a person appointed by the General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

## **28. EARNEST MONEY DEPOSIT – as per ITB**

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

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

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

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

**29. Security Deposit:** Vendor shall submit PBG of 10% of annualized order value of contract (basic value) with the validity of 90 days beyond the contract validity. The PBG must be submitted within 21 days from award.

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

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

**30. RIGHT OF THE OWNER TO FORFEIT SECURITY DEPOSIT:**

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

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

**32. Insurance:**

**32.1 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 Third-Party Liability section of the CAR Policy shall also provide coverage of not less than 1.5 times of the order Value for each and every occurrence and in the aggregate. However, the CONTRACTOR expressly acknowledges and agrees that

such insurance coverage shall not in any manner limit, restrict, cap, or reduce its contractual, statutory, tortious, or indemnity liabilities under this CONTRACT.

In the event that:

- (i) any claim amount exceeds the available insurance coverage;
- (ii) the insurer repudiates, rejects, avoids, contests, limits, or refuses payment of any claim, in whole or in part;
- (iii) any exclusion, exception, condition, breach, non-disclosure, misrepresentation, or act of the CONTRACTOR results in denial or reduction of insurance benefits; or
- (iv) the insurance proceeds are otherwise insufficient to fully satisfy any loss, damage, liability, compensation, award, judgment, settlement, or claim, the CONTRACTOR shall remain solely and absolutely liable for the entire uninsured, underinsured, disallowed, or excess portion of such loss, damage, liability, compensation, cost, or claim, and shall promptly indemnify and keep indemnified the OWNER against the same without any limitation whatsoever.

The CONTRACTOR further agrees that insurance shall not be construed as a substitute for its liability under the CONTRACT. The CONTRACTOR's liability shall continue irrespective of the existence, validity, adequacy, exhaustion, or availability of any insurance coverage.

In the event that the insurance limit is exhausted, reduced, impaired, or otherwise becomes insufficient due to one or more claims, accidents, incidents, or occurrences during the execution of the Works, Defects Liability Period, or Warranty Period, the CONTRACTOR shall, at its own cost and without any demand from the OWNER:

- (a) immediately reinstate the insurance coverage to the originally required limits;
- (b) obtain additional insurance coverage or replacement insurance policies;
- (c) maintain continuous and uninterrupted insurance protection for the entire remaining duration of the CONTRACT, Defects Liability Period, and Warranty Period; and
- (d) furnish documentary evidence of such reinstatement, renewal, replacement, or enhancement of coverage to the OWNER within seven (7) days of such exhaustion, reduction, or impairment.

Failure of the CONTRACTOR to obtain, maintain, renew, reinstate, or extend the required insurance coverage shall constitute a material breach of the CONTRACT, without prejudice to the OWNER's right to obtain such insurance at the CONTRACTOR's risk and cost and/or recover all resulting losses, damages, costs, and expenses from 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

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

33.1 The CONTRACTOR shall exercise the highest degree of care, skill, diligence, and precaution in the transportation, handling, movement, storage, operation, and use of its plants, machinery, equipment, tools, vehicles, materials, personnel, and other resources at or in connection with the Works. The CONTRACTOR shall ensure that no injury, loss, damage, destruction, interference, disruption, or adverse impact is caused to any person, property, utility, installation, structure, service, or asset belonging to the OWNER or to any third party, including but not limited to overhead transmission lines, underground cables, pipelines, utility corridors, roads, buildings, equipment, communication networks, water lines, sewer lines, gas pipelines, electrical installations, and other public or private property.

In the event of any loss, damage, destruction, injury, death, claim, demand, liability, cost, expense, penalty, charge, compensation, or proceeding arising out of or resulting from any act, omission, negligence, breach, default, misconduct, recklessness, or failure of the CONTRACTOR, its subcontractors, agents, representatives, employees, workmen, vendors, suppliers, or any person acting on its behalf, the CONTRACTOR shall be solely and exclusively responsible and liable for the same.

The CONTRACTOR shall, at its sole cost and expense, promptly repair, restore, replace, or compensate for all such loss or damage to the satisfaction of the OWNER and/or the affected third party. The CONTRACTOR shall also be liable for all consequential, indirect, incidental, and special damages, including but not limited to loss of production, loss of revenue, loss of profit, business interruption, loss of services, operational disruption, statutory liabilities, penalties, and any other losses suffered by the OWNER or any third party arising out of such incident.

Notwithstanding anything contained elsewhere in this CONTRACT, including any limitation of liability, exclusion of damages, liquidated damages provision, insurance provision, or any other clause to the contrary, the CONTRACTOR's liability towards any third party and its indemnity obligations under this CONTRACT shall be unlimited in amount and shall not be subject to any cap, ceiling, threshold, limitation, or restriction whatsoever, including any limitation linked to the CONTRACT Price, CONTRACT Value, Work Order Value, Purchase Order Value, insurance coverage amount, or any other monetary limit.

The CONTRACTOR expressly agrees that its liability in respect of third-party claims shall survive and continue irrespective of whether the amount of such liability exceeds the total CONTRACT Value or the value of the Works executed under the CONTRACT.

### 33.2 Indemnity and Defense Obligation

The CONTRACTOR shall defend, indemnify, and keep indemnified, protected, and harmless the OWNER, its affiliates, directors, officers, employees, representatives, consultants, and agents from and against any and all claims, demands, actions, suits, proceedings, judgments, awards, decrees, orders, liabilities, damages, losses, costs, expenses, penalties, fines, interest, and legal fees (including advocate fees and litigation expenses on a full indemnity basis) arising directly or indirectly from:

- a. bodily injury, illness, disease, or death of any person;
- b. loss of or damage to any property of any third party or the OWNER;
- c. damage to utilities, pipelines, cables, roads, buildings, structures, or public infrastructure;
- d. environmental damage or pollution;
- e. any act, omission, negligence, misconduct, breach of statutory duty, breach of contract, or violation of law by the CONTRACTOR or its subcontractors;
- f. any claim, proceeding, or compensation sought by any third party in relation to the execution of the Works.

The foregoing indemnity shall apply irrespective of whether such claim, action, suit, or proceeding is filed directly against the OWNER, jointly against the OWNER and the CONTRACTOR, or solely against the CONTRACTOR.

For abundant clarity, it is expressly agreed that the CONTRACTOR's liability to compensate any third party shall arise immediately upon the occurrence of the loss, damage, injury, or claim and shall not be conditional upon:

- (i) any claim being filed against the OWNER;
- (ii) the OWNER being impleaded as a party in any proceeding;
- (iii) any finding of liability against the OWNER; or
- (iv) the OWNER first making payment to the affected third party.

The CONTRACTOR shall remain fully liable to satisfy and settle all third-party claims even where such claims are pursued solely against the CONTRACTOR.

### 33.3 Reimbursement of Amounts Paid by the OWNER

If, for any reason whatsoever, the OWNER is required, directed, compelled, advised, or ordered by any court, tribunal, arbitral tribunal, governmental authority, statutory authority, regulator, or any competent forum to pay, deposit, compensate, reimburse, or otherwise discharge any amount in respect of any third-party claim, damage, injury, loss, or liability attributable directly or indirectly to the CONTRACTOR, the CONTRACTOR shall immediately reimburse and indemnify the OWNER for the entire amount so paid or incurred by the OWNER, together with all associated legal costs, advocate fees, expert fees, administrative expenses, interest, penalties, and other incidental or consequential costs.

### 33.4 Survival

The obligations, responsibilities, liabilities, indemnities, warranties, and undertakings of the CONTRACTOR under this Contract, including but not limited to those relating to third-party claims, loss or damage to property, personal injury, death, statutory violations, environmental liabilities, and indemnification of the OWNER, shall survive the completion of the Works, issuance of any completion certificate, taking-over of the Works by the OWNER, final payment, settlement of accounts, expiration of the Defects Liability Period or Warranty Period, and any suspension, expiry, cancellation, or termination of this CONTRACT for any reason whatsoever.

Without prejudice to the foregoing, the CONTRACTOR shall remain fully liable for any accident, loss, damage, defect, claim, demand, action, suit, proceeding, liability, or cause of action that arises, occurs, is discovered, is notified, or remains pending during the Defects Liability Period, Warranty Period, or thereafter, to the extent such matter is attributable, directly or indirectly, to any act, omission, negligence, breach, default, misconduct, or

failure of the CONTRACTOR, its subcontractors, employees, agents, or representatives.

The obligations and liabilities of the CONTRACTOR under this Clause shall continue in full force and effect and shall remain enforceable until all such claims, proceedings, liabilities, losses, damages, costs, expenses, and obligations have been finally resolved, satisfied, and discharged, irrespective of any contractual limitation period or the closure of the CONTRACT

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

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

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

**45. CUGL RESERVES THE RIGHT TO:**

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

**46. AWARD OF CONTRACT:**

The Acceptance of Tender will be intimated to the successful Tenderer by CUGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR WORK ORDER.

CUGL will be the sole judge in the matter of award of CONTRACT and

the decision of CUGL shall be final and binding.

47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract. Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
51. CUGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.
52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
53. The contractor shall take charge of all the materials handed over to him by the

company and will be responsible for any loss/damage thereof.

54. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
55. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
56. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligation.
57. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) makes such payments as it may consider necessary for smooth working.
58. Contractor shall deploy the resources as per requirements.
59. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.
60. No payments shall be payable other than schedules payment to the contractor.
61. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
62. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.
63. The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.
64. CUGL reserves the right to terminate the contract with seven days notice without assigning any reason.

**65. Jurisdiction:**

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

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

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

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

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

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

**67.0 Limitation of Liability**

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

**68. TERMINATION FOR OWNER's CONVENIENCE**

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.

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.

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

To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

# **FORMS & FORMATS**

## **SECTION-V**

**F-1**  
**BIDDER'S GENERAL INFORMATION**

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

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

|    |                           |                                                             |
|----|---------------------------|-------------------------------------------------------------|
| 8  | Telephone Number          | _____<br>(Country Code)      (Area Code)<br>(Telephone No.) |
| 9  | E-mail address            |                                                             |
| 10 | Website                   |                                                             |
| 11 | Fax Number:               | _____<br>(Country Code)      (Area Code)<br>(Telephone No.) |
| 12 | ISO Certification, if any | {If yes, please furnish details}                            |
| 13 | Bid Currency              |                                                             |
| 14 | Banker's Name             |                                                             |
| 15 | Branch                    |                                                             |
| 17 | Bank account number       | [Enclose copy of cancelled cheque]                          |
| 18 | PAN No.                   | [Enclose copy of PAN Card]                                  |
| 19 | EPF Registration No.      | [Enclose copy of EPF Registration Certificate]              |
| 20 | ESI code No.              | [Enclose copy of relevant document]                         |
| 21 | GST No.                   | [Enclose copy of relevant document]                         |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of  
“ \_\_\_\_\_ including

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

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal to 10% of the Contract Price" or as mentioned in Tender Document for the due performance within "twenty One [21] days" of such Award.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:

**F-3**  
**LIST OF ENCLOSURES**

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

**Dear Sir,**

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

(To be stamped in accordance with the Stamp Act)

**Ref.....**

**Bank Guarantee No.....**

**Date.....**

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

**Dear Sir(s),**

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

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

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

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

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving

instructions from M/s. \_\_\_\_\_ whose  
behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

**(OFFICIAL ADDRESS)**

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

-----

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

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

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

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

Ref:

Date:

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central  
U. P. Gas Limited, for the period of 02 years.

**Dear Sir,**

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should  
be signed by a person competent and having the 'Power of Attorney' to bind the Bidder.  
Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial  
/ Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to

carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

**F-6**  
**"NO DEVIATION" CONFIRMATION**

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**E-7**

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

To,

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

**Dear Sir,**

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

**Dear Sir,**

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

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

Place:

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

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

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

**Dear Sir(s),**

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

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

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

1. We

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

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

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

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

Guarantee. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of KANPUR Courts.

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

---

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

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

**F-10**  
**AGREED TERMS & CONDITIONS**

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

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

| Sl. No. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                         | BIDDER'S<br>CONFIRMATION |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1       | Bidder's name and address                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |
| 2.      | Please confirm the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                   | Agreed                   |
| 3.      | Confirm quoted prices will remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                              | Agreed                   |
| 4       | Rate of applicable Goods & Service Tax thereon                                                                                                                                                                                                                                                                                                                                                                                                      | GST 18<br>Total %        |
| 5.      | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                               | Agreed                   |
| 6.      | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                             | Agreed                   |
| 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 | Agreed                   |

|     |                                                                                                                                                                                                         |        |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|     | 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.                                                   | Agreed |
| 9.  | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.                                                                                              | Agreed |
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.                                               | Agreed |
| 11. | Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                             | Agreed |
| 12. | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>Validity                                                                                                    | Agreed |
| 13. | Confirm acceptance to all provisions of ITB                                                                                                                                                             | Agreed |
| 14. | Copy of cancelled cheque                                                                                                                                                                                | Agreed |
| 15. | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.                                                                                               | Agreed |
| 16. | 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. | Agreed |
| 17. | 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.                               | Agreed |
| 18. | All correspondence must be in ENGLISH language only.                                                                                                                                                    | Agreed |
| 19. | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     | Agreed |

|     |                                                                                       |  |
|-----|---------------------------------------------------------------------------------------|--|
| 20. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. |  |
|-----|---------------------------------------------------------------------------------------|--|

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

**F-11**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir,

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

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

Postal Address with Pin Code : .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

---

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

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

Dear Sir

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

Place:  
Date:

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

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

To,

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

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

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

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

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

**F-15  
FORMAT FOR CERTIFICATE FROM BANK  
IF BIDDER'S WORKING CAPITAL IS INADEQUATE  
(To be provided on Bank's letter head)**

Date:

To,  
Central UP Gas Limited,  
7<sup>th</sup> 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**

**Form F-16 should be dully certified by Chartered Accountant**  
**FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER**

**Name of 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"
4. Form F-16 should be dully certified by Chartered Accountant

**F-17**

**BIDDER'S QUERIES FOR PRE BID MEETING**

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

Bid Document No: CUGL/C&P/TEN2627/31

SUB: Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years.

| SL<br>·<br>N<br>O. | REFERENCE OF BIDDING<br>DOCUMENT |             |               |             | BIDDER'S QUERY | CUGL'S REPLY |
|--------------------|----------------------------------|-------------|---------------|-------------|----------------|--------------|
|                    | SEC.<br>NO.                      | Page<br>No. | Clause<br>No. | Subjec<br>t |                |              |
|                    |                                  |             |               |             |                |              |

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

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

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

**Date**

**CA CERTIFICATE FORMAT FOR MSE**

**TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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

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

## AGREEMENT

Contract agreement for the work/hiring services of.....2026  
(Two Thousand Twenty Six) ..... between M/s ..... in the town of  
.....hereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the subject  
or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the “Owner”  
(which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the  
other part.

WHEREAS

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

AND WHEREAS

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

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

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

AND

3. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by the

OWNER to the CONTRACTOR, such as power supply, water supply and other as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the payments to be made at such time and in such manner as is provided in CONTRACT. It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc. brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

Signed and Delivered for  
and on behalf of  
OWNER

Signed and Delivered for  
and on behalf of  
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

# **SCOPE OF WORKS (SOW)/SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **SECTION-VI**

## **Kanpur Location**

- 1) In case of contradictions in the tender document, the following shall prevail in order of precedence.
  - (i) Detailed Letter of Acceptance (LOA) along with enclosures
  - (ii) Letter of Intent/Fax of Acceptance
  - (iii) Schedule of Rates
  - (iv) Special Conditions of Contract
  - (v) Specification / Specific requirement
  - (vi) Drawings
  - (vii) General Conditions of Contract
  - (viii) NACE, ASME, ANSI and other codes

### **SPECIAL SERVICE CONDITIONS FOR FORECOURT MANAGEMENT SERVICES TO BE FOLLOWED BY SERVICE PROVIDERS AT CUGL M/s Makadikheda, Fazalganj, Panki , Juhi, & Chakeri COCO CNG stations at Kanpur GA.**

- 1) Carrying out all services as mentioned in the Scope of Work throughout the year including Sundays and Holidays unless decided otherwise by the Company from time to time with reference to particular Station. However, the actual working hours at the CNG Stations will be specified by the company / EIC from time to time.
- 2) Bidder shall be required to plan the schedules of all its service providers in such manner so that weekly off and any other requirement are met as per the relevant act/regulations to Station. However, the actual working hours at the CNG Stations will be specified by the EIC from time to time.
- 3) All the statutory compliance regarding applicable labour laws shall be duly taken care of by the Service provider. The service Provider shall also be responsible for strict adherence to all the Labour Laws and other statutory provisions applicable on CUGL's CNG stations.
- 4) For Safety of the premises against accidents and fires by following all standard safety norms. The SERVICE PROVIDER shall ensure safety and firefighting, emergency handling, and training of all its personnel. This training shall be provided by the Company. Service provider to submit observations or incident reports if any to CUGL.
- 5) Providing all necessary guidelines to customers and regarding safety norms, operation procedures, rights and duties of customers and personnel etc.
- 6) Safe custody of all the fire & safety equipment's available at the station.

- 7) To coordinate with security service provider and fire personnel designated by CUGL for safe working at the station.
- 8) The bidder shall be appointed Project Manager/Authorized Owner representative/Owner to serve as a single window to take instructions from CUGL representative and for ensuring compliance of the same and for public dealing and Liaison on behalf of CUGL. He shall also manage the shift Rota and delegation of responsibilities in coordination with EIC/ SIC/CUGL representative.
- 9) The Project Manager/Authorized Owner representative/Owner should be available locally at Kanpur available at site as and when required/instructed by EIC. The Cost of the same shall be taken care of by the Service provider and no separate payment shall be paid by the CUGL.
- 10) Adequate technical shift supervisors shall be deployed for smooth operations of Sales on round-the-clock basis and shall be paid as per SOR.
- 11) Adequate number of fillers shall be deployed for smooth operations of Sales on round-the-clock basis and shall be paid as per SOR. However, requisite number of persons/ service providers shall be deployed only as per directions & prior approval of EIC.
- 12) List of authorized persons shall be declared by the service providers for each station for receiving instructions from EIC.
- 13) The SERVICE PROVIDER shall be responsible for the discipline, courteous and good behavior of all his personnel deployed in the services, and should any complaint be received against any of his employees, he shall arrange to take necessary disciplinary action/process for removal of such employees in line with directions given by EIC.
- 14) The SERVICE PROVIDER shall arrange for supply/ renew identity cards of his office employees at his own cost. All the SERVICE PROVIDER's employee shall be required to carry their respective Identity cards while on duty and produce them on demand.
- 15) **The SERVICE PROVIDER shall remain responsible for safety and security of his employees deployed for the services and provide the necessary safety and first aid kit.** The SERVICE PROVIDER shall ensure that all his employees follow the safety regulations issued by the Company designated person/ EIC from time to time. The SERVICE PROVIDER in case of any emergency must take the required first hand/ aid steps required in handling the emergency as and when the condition so arises.
- 16) Service Provider will ensure for safety PPE to the service provider deployed at CNG Station round the clock.
- 17) Further, Service Provider will ensure availability of adequate quantity of Personal

Protective Equipment's for use by his service providers as and when required.

- 18) **All PPEs to be provided by Service Provider shall be of standard quality** .However, Engineer-in-charge/ Site In charge shall have full power to reject any or all the PPEs brought to the site by the Service Provider which are not in accordance with the contract specification or do not conform in character or quality to samples approved by other means. The EIC shall have full power to procure other PPEs to be substituted for rejected materials and in the event of Service Provider refusing to comply. All costs which may accrue on such removal and or substitution shall be borne by the Service Provider.
- 19) THE SERVICE PROVIDER will ensure that all employees deployed by him extend proper customer service and record all suggestions /complaints received from customers and pass the same on to the Company.
- 20) The SERVICE PROVIDER shall ensure that no encroachment takes place within the premises or its Right of Way.
- 21) The SERVICE PROVIDER shall be responsible for and indemnify the Company against all charges, claims/dues etc. arising out of disputes relating to dues and employment of personnel deployed by him either to company or third party (for which the claim is put on Company / CUGL). Further, the SERVICE PROVIDER shall indemnify the Company against all losses or damage caused to it on account of acts of the personnel deployed by the SERVICE PROVIDER.
- 22) The SERVICE PROVIDER shall ensure the regular and effective supervision of the services delivered.
- 23) The SERVICE PROVIDER shall not sub-let or assign any part of the job without prior approval of EIC in writing.
- 24) The SERVICE PROVIDER shall ensure that at no point of time the Station is left without his own or his supervisor's /manager supervision and accordingly at any point of time if the SERVICE PROVIDER is not in a position to attend or physically present at the Station, he shall intimate the Company and ensure an alternative arrangement.
- 25) It is specifically and distinctly understood and agreed between the Company and the SERVICE PROVIDER that the SERVICE PROVIDER shall, have no right, title or interest in the premises (which shall mean the CNG Station, including Building, Machinery, Equipment, Furniture & Fixtures etc. unless the same specifically belongs to the SERVICE PROVIDER.) and the SERVICE PROVIDER shall not have or deemed to have any lien whatsoever. The SERVICE PROVIDER will not be entitled to assume or retain possession or control of the premises and the Company shall have an absolute right to take full possession of the premises and remove the SERVICE PROVIDER and his employees, material belonging to the SERVICE PROVIDER

without assigning any reason on giving one month notice.

- 26) **Maintenance of compressors/cascades/dispensers shall be the responsibility of the Company, but it is imperative that the SERVICE PROVIDER takes reasonable and adequate care in handling them. In case of any damage and/or loss of the Company's facilities and other items, due to negligence of the SERVICE PROVIDER the actual loss will be recovered from the SERVICE PROVIDER.**
- 27) The SERVICE PROVIDER on termination of the agreement will remove all his employees, equipment's and they shall have no right to any form of employment in the Company.
- 28) The SERVICE PROVIDERS personnel shall provide all the required assistance to the Company's maintenance staff/OEMs maintenance team for regular troubleshooting repair and maintenance.
- 29) The SERVICE PROVIDER shall deploy additional personnel on the instructions of the EIC in any kind of emergencies like any kind of shut down.
- 30) The SERVICE PROVIDER shall duly and timely inform the Company about the status/requirements of mobile cascades and record its pressure and other details on arrival and departure. The SERVICE PROVIDER shall also timely inform the Company about the malfunctioning of equipment.
- 31) The SERVICE PROVIDER and his personnel shall perform all the duties and functions as per the laws (of the land of India, U.P state) or any other statutory body.
- 32) The service provider / his authorized representative shall come for a monthly meeting for contract performance services and related issues probably in the last week of every month.
- 33) Details of Dispensers, nozzles and LCV filling points installed at CUGL CNG Stations are given below which may be increased or decreased as per business requirement of CUGL time to time:

**For Kanpur**

| Seri al No. | Location                           | No of Dispenser | Total no of nozzles (Car) | Total no of nozzles (Bus) | Total no. of LCV fillin g Points |
|-------------|------------------------------------|-----------------|---------------------------|---------------------------|----------------------------------|
| 1           | Makadikheda Mother Station, Kanpur | 4               | 6                         | 2                         | 1                                |

|   |                                      |   |   |   |   |
|---|--------------------------------------|---|---|---|---|
| 2 | Fazalganj Station,<br>Kanpur         | 4 | 7 | 1 | 0 |
| 3 | Panki Mother<br>Station, Kanpur      | 4 | 6 | 2 | 1 |
| 4 | Juhi Mother<br>Station, Kanpur       | 4 | 6 | 2 | 1 |
| 5 | Chakeri Mother<br>Station,<br>Kanpur | 4 | 6 | 2 | 1 |

**In view of the CNG Sale as per CUGL Marketing team recommendation at Kanpur, Increased/Decreased the Dispenser Quantity of Car /Combo Dispensers at Makadikheda, Fazalganj, Panki, Juhi & Chakeri Mother & COCO CNG stations shall be reviewed by E0IC.**

- 34) The current average direct sales (through dispensers) based on actual sales for the last Twelve months (April-2025 to March-2026) at CUGL Mother Station are given below:

| Serial No | CNG Mother Station                 | Tentative CNG Sale Kg/day (First Year) | Tentative CNG Sale Kg/day (Second Year) |
|-----------|------------------------------------|----------------------------------------|-----------------------------------------|
| 1         | Makadikheda Mother Station, Kanpur | 5058.00                                | 5361.48                                 |
| 2         | Fazalganj Online Station, Kanpur   | 5675.00                                | 6015.50                                 |
| 3         | Panki Mother Station, Kanpur       | 2413.00                                | 2557.78                                 |
| 4         | Juhi Mother Station, Kanpur        | 4131.00                                | 4378.86                                 |

|   |                                      |         |         |
|---|--------------------------------------|---------|---------|
| 5 | Chakeri<br>Mother Station,<br>Kanpur | 3287.00 | 3484.22 |
|---|--------------------------------------|---------|---------|

**Proposed Kg/Day for 2nd Year with Consideration 6 % Escalation in Progressive Manner.**

35) Minimum no. of manpower required at Makadikheda, Fazalganj, Panki , Juhi & Chakeri CNG Mother & Online Stations are given below:

| Category    | Semi Skilled<br>(Technical Shift Supervisor) | Un-Skilled<br>(DSM-Gas Fillers) | Un-Skilled<br>(House Keeping) | Un-Skilled<br>(Gardening) |
|-------------|----------------------------------------------|---------------------------------|-------------------------------|---------------------------|
| Makadikheda | 3 nos.<br>(A+B+C) Shift                      | 8-9 nos.<br>(A+B+C) Shift       | 1 no. (G)<br>Shift            | 1 no. (G)<br>Shift        |
| Fazalganj   | 3 nos.<br>(A+B+C) Shift                      | 9-10 nos.<br>( A+B+C) Shift     | 1 no. (G)<br>Shift            | 1 no. (G)<br>Shift        |
| Panki       | 3 nos.<br>(A+B+C) Shift                      | 4-5 nos.<br>( A+B+C) Shift      | 1 no. (G)<br>Shift            | 1 no. (G)<br>Shift        |
| Juhi        | 3 nos.<br>(A+B+C) Shift                      | 6-7 nos.<br>( A+B+C) Shift      | 1 no. (G)<br>Shift            | 1 no. (G)<br>Shift        |
| Chakeri     | 3 nos.<br>(A+B+C) Shift                      | 5-6 nos.<br>( A+B+C) Shift      | 1 no. (G)<br>Shift            | 1 no. (G)<br>Shift        |

**Remark:**

***Note:***

- a) Deployment of manpower for Gas Filler (DSM) is directly linked with actual sale considering 600 Kg/person/shift/station.

On tentative sales of Makdikheda (5058 to 5361 Kg/Day), Fazalganj (5675 to 6015 Kg/Day), Panki (2413 to 2557 Kg/Day), Juhi (4131 to 4378 Kg/Day) and Chakeri (3287 to 3484 Kg/Day). There are requirement of fillers in no's at Makadikheda 8 to 9, Fazalganj 9 to 10 , Panki 4 to 5, Juhi 6 to 7 and Chakeri 5 to 6. However actual deployment may vary depending upon sales figures/station.

## **SPECIAL CONDITIONS OF CONTRACT**

1. **Remark:** Qualified bidder for all the locations (Makadikheda, Fazalganj, Panki, Juhi, Chakeri) shall ensure the safety of Station and queue management.
2. Qualified bidders will ensure traffic/ queue Management of incoming CNG Vehicles during round the clock for Smooth operation.
3. As work is of hazardous in nature, deployment of manpower at site shall be in consultation with Engineer-in-Charge (EIC) or his representative as per experience & qualification criteria defined in tender document.
4. If Any Type of damage occurred due to negligence of manpower, contractor shall be responsible and damage cost shall be recovered from contractor.
5. Pen, Pencil, Eraser, Highlighter, whitener, paper rim, carbon paper, rubber band, stapler, stapler pin etc. shall be in the scope of service provider without any additional cost to CUGL.
6. The decision of EIC regarding imposing penalty per incident shall be final and binding. If a contractor fails to pay salaries on or before 7th of every month, it may be considered a breach of contract or a violation of labor laws. And the contract may be liable for termination.
7. Any replacement of manpower shall be subject to prior consultation with and approval from the Engineer-in-Charge (EIC) or his representative."
  - A. If the deployed manpower is replaced (during running contract) with new manpower as per qualification conditions, contract shall submit the full and final payment certificate of the released manpower along with proof the same to EIC. If such compliance is not submitted, CUGL will hold double the amount of balance payment which is payable for full and final payment of manpower being released.
  - B. Vendors ensure that salary/payment slip is given to all manpower/contract workers deployed under the contract/work by the contractor in line with statutory norms
8. **Deployment of personnel who are physically fit and between the age group of 18 to 60 years and have the following prescribed minimum qualification.**

**C. Job profile of manpower to be deployed under Skilled, Semi-skilled and un-skilled category are given below:**

| Sl. No | Particulars                | Category     | Minimum Qualification, experience & Job profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|----------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Technical Shift Supervisor | Semi Skilled | <p>Minimum Xth pass plus 2 year ITI course having two year experience in the relevant field for round the clock administration of respective Shift of CNG Mother Station, preparing reports and documents, customer dealing, Carrying out joint ticketing of dispenser, Cash Collection and issuing Cash Receipts to the Customers and deposit of cash with Company's Banker, Maintenance of records in respect of usage, machine operations, daily log books, LCV filling, Compressor &amp; Dispenser Breakdown Details, and dispatch records, dispenser wise sale records, drinking water, bill payment on time, law and order situation handling, W&amp;M and Labour /Factory department handling and Coordination with Liaison for statutory Compliance FIR lodging, safe custody of tools, spares, manpower deployment only after proper training, maintenance of daily sales both in quantity &amp; cash, LCV Management and to follow the instructions given from time to time, etc. Filling of LCV Mounted mobile cascade for daughter station and Daughter booster station traffic management, relieving etc. Basic working/knowledge of computer (MS Office) is must.</p> <p>Age Limit :18-60 Years</p> |
| 2.     | Gas Fillers (DSM)          | Un- skilled  | <p>Minimum Xth pass with two year of experience for dispensing Compressed Natural Gas (CNG), Filling of CNG in Natural Gas Vehicles through the dispensers as per the instruction/guidelines prescribed by the Company</p> <p>Age Limit: 18-60 Years</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3.     | Housekeeper                | Un- skilled  | <p>Providing effective housekeeping services at the premises which include the Forecourt, Office Building (including toilets), cleaning of Overhead Water Storage Tank, etc. with housekeeping material,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|    |          |            |                                                                                                                                                                                                                                                                           |
|----|----------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |          |            | Age Limit: 18-60 years                                                                                                                                                                                                                                                    |
| 4. | Gardener | Un-Skilled | Providing effective gardening services at the premises which includes watering of plants, trimming, grass cutting, painting of pots and all the gardening related works of station premises with all tools and tackles, compost/manure etc.<br><br>Age Limit: 18-60 years |

### 36) **Penalty provision**

- 1) In case of non-compliance of contract clause with respect safety & Security, then for each such incident / violation penalty at the rate of Rs. 5000 per incident shall be deducted by the EIC from the RA bill submitted (exclusive of taxes).
- 2) Further, in case of non-compliance of any applicable statutory requirement, the Engineer-In-Charge may terminate the contract at any point of time.
- 3) If the LCV Filling was delayed due to Supervisor Negligence, such incident / violation may lead to penalty at the rate of Rs. 500 per incident and shall be deducted by the EIC from the RA bill submitted (exclusive of taxes).
- 4) If at any point of time for any reasons, it has been found that nozzles are not operational as compared to vehicle queue noticed at that point of time more than 30 Minutes, then on each such incident reported, initially a warning letter shall be issued to the Service Provider by the EIC. However, on continues being observed repetition of such non- compliance of directions given by the EIC, a penalty for an amount of Rs. 2500 per nozzle per incident shall be deducted and the contract may be liable for termination.
- 5) Calculation on the basis of CCTV footage video which is available at all Mother/online Stations.
- 6) In case the manpower deployed are not in proper PPE (i.e., Uniform, Safety Shoes etc.) a penalty of an amount of Rs.500/- per person shall be imposed on the Service Provider. Service provider shall get the approval for safety shoes (make) and uniform (colour/quality) for finalization before disbursement to manpower. The same shall be disbursed within 30 days from the date of LOI.

- 7) Proper and corrected DPR must be submitted to CUGL office in time. If Wrong DPR submission will attract penalty of Amount of Rs. 200 per incident. Joint Ticketing and credit customer billing as per cycle/ frequency must be followed and coordinate and visit CUGL office in their scope no extra payment shall be paid under this head. Delay and improper will also attract penalty of Rs. 1000 per incident.
- 8) Preparing of DPR of respective online/DB/DS retail outlet or DODO stations which comes in the responsibility of SIC of concern online/mother COCO station shall be the sole responsibility of station manpower.

**37) Cash collection and Security deposits.**

Cash Collection of daily sale to be deposited in CUGL designated bank account succeeding day till 11 A.M. and MIS to be sent daily to CUGL office/SIC. The dealer is required to pay an interest free security deposit towards cash collection for an amount equivalent to 2 days average cash sales by way of DD, or Performance Bank Guarantee of equivalent amount or Cash Deposit and the same shall be reviewed on half yearly basis.

The Retail Price of CNG as on the date of this Contract will be the price of Rs. 100 /KG for Fazalganj, Makadikheda, Panki & Juhi CNG stations and Rs. 94.50/KG which remains in force until revised by CUGL. The periodic review of the cash security deposit or performance bank guarantee would be done twice every year in the months of April and October respectively.

**38) The Engineer-In-charge (EIC) shall have power to:**

- a) Issue instructions to the SERVICE PROVIDER in writing as necessary for the purpose of proper and adequate execution of the contract and the SERVICE PROVIDER shall carry out and shall be bound by the same.
- b) Instruct the SERVICE PROVIDER to remove or replace any workforce deployed by the SERVICE PROVIDER whom the Company considers incompetent or unsuitable.
- c) Instruct the SERVICE PROVIDER as regards the smooth execution of the SERVICE PROVIDER'S responsibilities as per the scope of work and tender conditions.
- d) The decision of EIC shall be binding on the Service Provider for all issues and disputes. All correspondence regarding this contract shall be with EIC or Site In-charge (SIC), nominated by EIC/CUGL.

- e) The EIC reserves the right to:-
- Issue the instructions to the Service Provider from time to time during the progress of the service as shall be necessary for the purpose of proper & adequate execution of the service and Service Provider shall carryout and be bound by the same.
  - Instruct the Service Provider to remove or replace any workforce that the company considers incompetent or unsuitable and the opinion of the company's representative as to the competence of any personal engaged by the Service Provider shall be final and binding on the Service Provider.
- 39) All correspondence against this contract shall be made by bidders authorized signatory only, with CUGL/EIC/SIC.
- 40) The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workmanlike manner.
- 41) The rates agreed shall remain firm till the expiry of the contract and the Service Provider shall not be entitled to any increase or revision or any other right or claim whatsoever by way or representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to Service Provider's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.
- 42) The Service Provider has to provide wages to the workforce as per notification circulated from the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C).
- 43) All workforces engaged by the Service Provider /Service provider shall be on its payroll and be paid by him and hold the owner i.e. Central UP Gas Limited harmless/indemnified from any liability or penalty in this regard. All payments with regard to the payment of wages / salaries are to be made through E-Banking / Electronic means and/or in the presence of a representative of CUGL, if felt necessary. Service provider shall be required to submit the documentary proof of the salary payment of respective month along with the monthly invoice for all deployed workforces.
- 44) Neither part of the contract or any share of interest therein shall, in any manner or degree, be transferred / assigned or sublet by the Service Provider directly or indirectly to any person, firm or corporation, whatsoever.

- 45) Central UP Gas Ltd. has the right to alter the scope of the services in quantum as per the exigency of work. The Service Provider shall accordingly provide service as may be required by the EIC on giving a notice of reasonable time.
- 46) **The SERVICE PROVIDER shall remain responsible for:**
- a. The smooth operations of the services outlined in the scope of work and maintain its own administrative infrastructure at the execution location. Service provider shall depute a Supervisor at execution location for supervising the contract.
  - b. Obtaining relevant Labour Licenses, PF Number, ESI Code, Workmen compensation Policy and any other Statutory document required for the smooth operation of the services and submission of necessary documentary proof in this regard at the SERVICE PROVIDERS own cost.
  - c. Discharging all the obligations as provided under various statutory enactments including Contract Labour (R&A Act, 1970), Employees Provident Fund and Miscellaneous Provisions Act, 1952, ESI Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Code of wages 2019, Workmen Compensation Act, 1923 and any other relevant Acts, Rules and Regulations which are and may come into force from or after the date of execution of the Contract and as amended from time to time;
  - d. Necessary contributions towards PF, Family Pension, ESIC, Workmen compensation Policy or any other statutory payments as applicable in respect of this contract or of personnel deployed by him for rendering the services to CUGL and deposit the required amounts with the concerned statutory authority on or before the due date. CUGL shall also have access to the records maintained by and can inspect the same at all reasonable times.
  - e. The Bidder shall submit the records/documents of all above listed statutory compliances along with the monthly bill.
  - f. Compliance to all conditions of tender document without any fail.
- 47) The agency should have the capability to deploy the desired workforce immediately on the award of the contract and the agency should submit the undertaking for the same along with the bid document.
- 48) The successful bidder shall submit the final list of workforces to be deployed along with all relevant documents at the respective site immediately after the award of LOA and deployment at respective site.

- 49) No other workforce except Service Provider's authorized representative shall be allowed to enter CENTRAL UP GAS LTD. Corporate office or Juhi Office at Kanpur and associated premises. Service Provider shall also not entertain any outsider or extend any service beyond CENTRAL UP GAS LTD. premises.
- 50) Within the CENTRAL UP GAS LTD. Premises, the Service Provider's workforce shall not do any private work other than their normal duties.
- 51) Service Provider shall be directly responsible for any/all disputes arising between him and his workforce and keep CENTRAL UP GAS LTD indemnified against all losses, damages and claims arising thereof.
- 52) The workforce engaged by Service Provider shall be subject to security check by the CENTRAL UP GAS LTD security staff while entering/leaving the premises.
- 53) The Service Provider shall be solely responsible for payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of the Government. CENTRAL UP GAS LTD shall have no liability whatsoever in this regard.
- 54) Service Provider shall be fully responsible for theft, burglary, fire or any mischievous deeds by its staff.
- 55) The Service Provider shall submit all details of the workforce it is recommending for deployment viz. resume, certificates, police verification etc. and shall take prior approval of CUGL EIC/SIC for deployment of personnel's the CUGL establishment.
- 56) List of work forces employed by Service Provider for the subject work mentioning qualifications, experience and residential address shall be submitted to CENTRAL UP GAS LTD. In case of any change, the same shall be informed to Central UP Gas Ltd. from time to time.
- 57) Service provider shall also ensure the lube oil sale at station & operation of air inflator for free air to customer within their service charge.

58) **COMPLIANCE WITH STATUTORY REGULATIONS:**

1. The Service Provider / Service Providing firm shall obtain Workmen Compensation Policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner / CENTRAL UP GAS LTD or to some other agency. The premium amount should be deposited with the insurance agency by the Service Provider regularly and without any delay.
2. In case of any accident resulting in injury or death in respect of the workforces

deployed by the Service Provider during the execution of the work, the Service Provider shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the workforce injured/next kith and kin of the deceased. Service Provider shall indemnify CENTRAL UP GAS LTD from such liabilities.

3. The Service Provider / Service Providing firm shall not employ any workforce suffering from any contagious, loathsome or infectious disease. The Service Provider / Service Providing firm shall get examined his workforces through a Government Doctor before deployment.
4. No workforce of Service Provider / Service Providing firm and Service Provider himself shall be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the Service Provider / Service Providing firm shall have to change/replace him, failing which, CENTRAL UP GAS LTD may terminate the contract.
5. While conforming to any of these conditions, the Service Provider should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The Service Provider shall indemnify CENTRAL UP GAS LTD for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities/ any court against any act or acts of the Service Provider firm or his workers.
6. The Service Provider firm shall deploy the workforces after verification of their character and antecedents. In case any workforce is found having criminal record, he shall have to be immediately replaced without any delay.
7. The workforces to be deployed should be on rolls of the Service Provider firm.
8. The Service Provider firm shall issue proper identity cards to all the workforces who are to be engaged for the job. The identity cards shall be signed by the Service Provider or his authorized representative.
9. The supervision of the workforces shall be done by the Service Provider / Service Providing firm through their authorized representative and the name of the supervisor shall be invariably intimated to the EIC (EIC/EIC) at the time of commencement of contract. In addition, the service provider shall make adequate arrangement for supervision w.r.t. jobs like leave, monthly wage bill, liaison with CENTRAL UP GAS LTD etc of the workforce engaged by them and the cost for the same shall be included in the service charges to be quoted by the bidders in the SOR.
10. The Service Provider shall be solely responsible for disciplining the workforces deployed by him. Further, he shall ensure that none of his workforces create any nuisance or indulge in anti-social and criminal activities during the entire period of

contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

11. The Service Provider / Service Providing firm shall not sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. company, etc. without prior written permission of CENTRAL UP GAS LTD.
12. CENTRAL UP GAS LTD. Reserves the right to obtain Service Provider's services on holidays as well as beyond the specified working hours in exceptional circumstances, by giving prior notice to the Service Provider.
13. No accommodation will be provided to the Service Provider / Service Providing firm.
14. The Service Provider will employ only adult workforces for the works as per the requirement.
15. The Service Provider / Service Providing firm shall be required to obtain labour license from Assistant Labour Commissioner (Central) Kanpur / RLC (Kanpur), as applicable.
16. The Service Provider / Service Providing firm shall pay the wages to the workforces latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the office of Chief Labour Commissioner (Central), New Delhi and any changes thereon from time to time in the presence of authorized representative of the Principal Employer i.e. EIC/EIC. All payments to its deployments must be made through E-Payment The EIC shall ensure that the Service Provider / Service Providing firm is making payment of wages to its workforces not less than the wages notified by the appropriate authority from time to time.
17. The Service Provider / Service Providing firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The Service Provider must ensure deduction of PF, if applicable from the contract workforces and deposit the PF of employer contribution to the concern contract workforces deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his workforces to the EIC.
18. The Service Provider / Service Providing firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workforces well in time and submit a copy of challan to owner/EIC in monthly/quarterly basis failing which CENTRAL UP GAS LTD. will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
19. The Service Provider / Service Providing firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's

Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, BOCW Act 1996 etc. and deposition of cess as per Act, if the work is covered under BOCW Act 1996. and other labour legislations as in existence (at present in India) and as amended from time to time.

20. The Service Provider shall be required to furnish proof/copies of forms/returns as per statutory norms as and when require by the EIC.
21. The Service Provider (s) are required to submit copies of Electronic Challan Cum Return (ECR)/ Electronic challan along with online UP loaded list of contract workers/ members/ subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in CENTRAL UP GAS LTD. While submitting monthly bills.
22. The Service Provider shall have his own PF code no. with the RPFC as required under Employee PF & Misc. Provisions Act, 1952 and extended benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
23. The Service Provider shall have to discharge obligations as provided under various Statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour(R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages Act, 1936, Employees Compensation Act, 1923, BOCW Act 1996, Factories Act 1948 & other relevant Acts, Rules and Regulations enforced from time to time.
24. While conforming to any of these conditions, the Service Provider should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The Service Provider shall indemnify CENTRAL UP GAS LTD. for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

59) **DETAILS OF MINIMUM PAYMENT OF WORKFORCE EMPLOYED BY SERVICE PROVIDER**

The Service Provider shall pay Minimum as per the following table to the workforce deployed by him under various categories (Semi-Skilled/Skilled/Highly Skilled/Un Skilled etc.) as applicable.

| Sl. No. | Salary Components (Monthly) | Basis of Salary |
|---------|-----------------------------|-----------------|
|---------|-----------------------------|-----------------|

|   |                                                           |                                                                                                                                                                                                                                                       |
|---|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | (Basic+ DA) Wages Per day                                 | As per the Minimum Wages Act issued from time to time by the Office of The Chief Labour Commissioner (Central) i.e. Rate of Wages including V.D.A. per day.<br><br>Example : Skilled : 954, Semi-Skilled : 868, Unskilled : 783 on dated :01.04.2026. |
| 2 | LW/Earned Leave Contribution (1.25% of per day wage rate) | 1.25% of per day wage rate of Sr no. 01                                                                                                                                                                                                               |
| 3 | Uniform Allowance                                         | ₹ 470 /- fixed per month.                                                                                                                                                                                                                             |
| 4 | Provident Fund Contribution                               | As per Central Govt. latest Notification                                                                                                                                                                                                              |
| 5 | Gratuity                                                  | As per Central Govt. latest Notification                                                                                                                                                                                                              |
| 6 | Bonus                                                     | 8.33% of (Basic+DA)                                                                                                                                                                                                                                   |

**The following to be complied:**

- a) Annual Medical Checkup for workforce to be complied by the Service Provider.
- b) PF/ESI remittance to be ensured as per statutory norms.
- c) Leave wages to be provided 1.25% of per day Basic wages.
- d) Workmen compensation policy to be taken for having a risk coverage 24\*7 accident, injuries, death coverage (Natural/Accidental death) with sum assured as per standard rule and regulation
- e) Uniform- T shirt (2 nos.) having design finalized by CUGL with LOGO) and Cotton trousers/Pant (2 No's) and Sweater/Jacket-full sleeve (One no.), Safety Shoes of good quality (Karam/Tiger/Liberty etc.) every year to individual workmen deployed at site.
- f) The provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and other labour legislations as in existence (at present in India) and as amended from time to time should be strictly comply.

**60) Documents with Bills**

Monthly bills shall be released based on the actual work executed and certified by EIC/EIC. The bidder shall submit the monthly bills for the services provided in previous month along with all supporting documents as mentioned under respective part

conditions/scope of work and additionally as required by EIC/EIC in compliance to tender conditions.

**At the time of submission of monthly bills:**

- Copy of wage register duly certified by authorized representatives of CUGL
- Wages are to be paid through e - banking, / Bank transfer of complete total amount monthly by bidder to bank and detailed employee list
- Copy of Electronic Challan cum Return (ECR) for the proof of Provident Fund contribution deposit/remittance along with details of employees showing PF account no., contributions of employee and employer etc.
- Gas Loss sheet of station

**Registers to be maintained by the Service Provider as per the Contract Labour (Regulation & Abolition) Act,1970 but not limited to the followings: -**

| Immediately after Issuance/ Receiving of Letter of Intent. |                                                                                                                                         |                                                 |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| S. No                                                      | Document                                                                                                                                | Time frame                                      |
| A                                                          | Application for issuance of Form-III for obtaining Labour License from the Licensing Authority for engaging 20 or more contract Labour. | Immediately after issuance/ receiving of LOI    |
| B                                                          | Copy of Labour License before commencement of work if 20 or more contract workers are engaged.                                          | Immediately after issuance/<br>receiving of LOI |
| C                                                          | List of persons along with designation, Employee no, PF Account no, Insurance Cover etc.                                                | Immediately after issuance/<br>receiving of LOI |
| D                                                          | Copies of Appointment Letter to the persons engaged by the Service Provider.                                                            | Immediately after issuance/<br>receiving of LOI |
| E                                                          | Copies of Identity Card issued by the Service Provider of persons to be deployed in CENTRAL UP GAS LTD through the Service Provider.    | Immediately after issuance/ receiving of LOI    |
| F                                                          | Copy of Provident Fund Registration Certificate issued by the concerned RPFC                                                            | Immediately after issuance/<br>receiving of LOI |
| G                                                          | Copy of ESI Registration Certificate issued by the concerned ESI office.                                                                | Immediately after issuance/<br>receiving of LOI |

| Documents to be submitted with Monthly bill |                                                                                                                                                                                                                                                                         |                                     |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Sl No.                                      | Document                                                                                                                                                                                                                                                                | Periodicity                         |
| A                                           | Copy of labour license (applicable, if Service Provider is engaging more than 20 workers)                                                                                                                                                                               | With first bill                     |
| B                                           | Copy of (WC policy )                                                                                                                                                                                                                                                    | With first bill                     |
| C                                           | Copy of Contract Agreement                                                                                                                                                                                                                                              | With first bill                     |
| D                                           | Issuance and maintenance of Wage Slip in Form XIX under CL Act                                                                                                                                                                                                          | Every month/<br>Regular maintenance |
| E                                           | Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable                                                                                                                                                                      |                                     |
| E.1                                         | Copy of PF Registration letter from RPFC                                                                                                                                                                                                                                | one time                            |
| E.2                                         | Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance along with the details of employees showing PF Account no, contribution of employee and employer etc.                                                                   | Every month                         |
| E.3                                         | Copy of ECR(Electronic challan cum return)                                                                                                                                                                                                                              | Every month                         |
| F                                           | Copy of wage register duly certified by authorized representatives of the Service Provider and Central UP Gas Ltd. certifying as " Certified that the amount shown in the column no.... has been paid to the workman concerned in my presence on (date) at.....(place)" | Every month                         |
| G                                           | If wages are paid through bank, copy of bank statement duly certified by Bank of previous month                                                                                                                                                                         | Every month                         |
| H                                           | Copy of Electronic Challan cum Return(ECR) for the proof of ESI contribution deposit/ remittance along with the details of employees showing ESI Account no.                                                                                                            | Every month                         |

| Documents to be attached with Final Bills |                                                                                                                                                                                                                                                     |                    |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| S. No                                     | Document                                                                                                                                                                                                                                            | Documents attached |
| A                                         | Copy of labour License ( If, applicable)                                                                                                                                                                                                            | With Final bill    |
| B                                         | Copy of Work Order                                                                                                                                                                                                                                  | With Final bill    |
| C                                         | Copy of Work Completion Certificate                                                                                                                                                                                                                 | With Final bill    |
| D                                         | EPF Challans                                                                                                                                                                                                                                        | With Final bill    |
| E                                         | Copy of ECR                                                                                                                                                                                                                                         | With Final bill    |
| F                                         | Undertaking from Service Provider regarding disbursement of wages to all the contract worker deployed through him.                                                                                                                                  | With Final bill    |
| G                                         | No dues certificate from the Service Provider.                                                                                                                                                                                                      | With Final bill    |
| H                                         | Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying Central UP Gas Ltd from all the liabilities w.r.t the persons engaged by the Service Provider regarding payment of wages, Provident fund, Insurance and other payments etc. | With Final bill    |

61) **The following guidelines will be implemented:**

- i) 8 hrs. duty schedule will be ensured, and leave / weekly offs will be ensured as per statutory norms.
- ii) Wage register shall be maintained for all workforces with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated. Attendance through register and biometric punching shall be maintained at station.
- iii) The Service Provider will make good liaison with the local police authorities and statutory authorities.
- iv) The workforces on duty at each installation shall keep with them all important telephone numbers like nearest police station , nearest fire station, numbers of concerned CUGL control room, EIC-officer / residence telephone number, security control room numbers, addresses etc. so that they could inform and contact in case of any emergency.

62) **Insurance & Liabilities:**

The Service Provider agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and 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 also from all claims, 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 whether brought by employee of the Service Provider, by third parties or any state/central Government, State Government or Local Authority for the following Act(s) and Liability(s):

- i) The Employees State insurance Act 1948.
- ii) The workmen compensation Act 1923
- iii) Any other insurance required under law or regulations or by owners
- iv) Accident or injury to workmen
- v) Damages to property or to any person or any third party
- vi) The Service Provider shall take insurance under workmen compensation Act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work, if awarded.
- vii) Inter-State Migrant Act etc.
- viii) Wherever ESI hospital / coverage are not available, instructions/ directions of CUGL/ EIC will be implemented by the Service Provider.

Further, the Service Provider shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees and shall keep CUGL indemnify.

**63) Mobilization period:**

All workforces as specified in the scope of work shall be deployed as per the requirement and approval of EIC within 15 days from placement of Order /FOI.

Service Provider has to ensure the safety of man, machine, equipment & fixtures all the time. Damages of any items due to negligence will be recovered as per the decision of Officer-in-Charge, which will be final and binding on the Service Provider.

**64) Compliance of Various Labour & Industrial Laws:**

- i) The Service Provider's firm/concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employee's Provident Funds & Misc. Provisions Act 1952. The Service Provider will submit the proof of depositing the employees as well as employer's PF contribution periodically. All incidental expenses such as Administrative Charges etc. shall be the Service Provider's liability.
- ii) It shall be the sole liability of the Service Provider (including the firm/ company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislation including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the offices of respective Labour Commissioners. No work shall be allowed without a proper Labour License, if applicable, License should be obtained for maximum number of persons to be deployed on any one

day. The Service Provider shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to make in respect of the Contract and the personnel employed for rendering services to Central UP Gas Limited and shall deposit these amounts on or before the prescribed dates

- iii)** The Service Provider shall discharge obligations as provided under various applicable statutory enactment including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time. The Service Provider should maintain proper records, etc. as required under the legislature and produce the same for inspection whenever asked for.
- iv)** The Service Provider shall be responsible for providing leave with wages/ compensatory holidays as per the relevant act applicable.
- v)** The Service Provider shall ensure payment of bonus to its employees, under payment of Bonus Act 1965 which shall in no case will be less than the minimum bonus prescribed under the Act from time to time.
- vi)** The Service Provider shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The Service Provider shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- vii)** The Service Provider shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- viii)** The Service Provider should have separate ESI code allotted under the employees State Insurance Act 1948. In case ESI is not applicable, Service Provider before commencement of work shall submit insurance policy under workmen's compensation Act, 1923 covering all his employees to be deployed for execution of the Contract.
- ix)** The Service Provider shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

65) **Termination of Contract:**

- CUGL reserves the right to terminate the contract without assigning any reason whatsoever with 1-month prior notice to the Service Provider.
- CUGL may even terminate the contract by severing the notice period, to rectify the job within the given notice period, if the performance of Service Provider is not UP -to the level of satisfaction of EIC and contract conditions are not adhered.
- In any case, Service Provider shall ensure timely completion of job as per standard/satisfaction of EIC. If the Service Provider fails to complete the job up to the desired level of standard/satisfaction, no claim will be entertained for the same. Even, it may lead to recover the loss of CUGL through Service Provider bills/security deposit.

66) **Safety Code**

All necessary Personnel Safety Equipment's (PPE's) as considered adequate shall be present at site for the use of the persons / workers on the site. These equipment's shall be maintained in conditions suitable for immediate use. The SERVICE PROVIDER shall take adequate steps to ensure proper use of equipment by those concerned.

NOTWITHSTANDING the above the SERVICE PROVIDER shall take any other safety measure(s) not mentioned herein but required for the safe and sound completion of the undertaken work and there is nothing in these to exempt the SERVICE PROVIDER from the operations of any other Act or Rule in force in the Republic of India.

67) **Discipline & Welfare of the personnel:**

Discipline & Welfare of the personnel shall be the sole responsibility of the Service Provider and any indiscipline / misconduct of the personnel shall be promptly attended by him as desired by this Organization.

68) **Service Provider to obtain his own Information:**

The Service Provider while quoting his rate shall independently obtain all necessary information for the purpose of preparing his tender. The Service Provider shall be deemed to have examined the Tender Documents, obtained his own information on all matters whatsoever relevant to carry out the works. Any error in description or quantity of any other aspect in the scheduled rates or omission there from shall not vitiate the contract or release the Service Provider from executing the works as per the contract at the quoted/accepted rates.

Any neglect or failure on the part of Service Provider in obtaining necessary information shall not relieve him from the liability or the responsibility of completing the work at the

scheduled rates and time in accordance with the contract documents. The Service Provider hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.

69) **OTHER OBLIGATIONS OF THE SERVICE PROVIDER**

**1 SUPPLY AND SALE OF CNG**

- 1.1 The CNG shall be sold by CUGL at the Retail Price of CNG fixed by CUGL, from time to time. The Service provider agrees to dispense the CNG to the Vehicles at the Outlet and collect, on behalf of CUGL, the Retail Price. CUGL may, at any time, revise the Retail Price and such revised Retail Price shall be binding UP on the Service provider with effect from such time and from the date of communication thereof by CUGL to the Service provider.
- 1.2 CUGL agrees to have full control over the supply of CNG to the Outlet and the sale thereof to the Vehicles. The Service provider agrees to be responsible for the maintenance of the Outlet in the manner prescribed by CUGL. The Service provider agrees to have full control over and to be completely responsible for all employees, workers and other personnel employed by the Service provider at the Outlet.
- 1.3 CUGL agrees to be within its right and liberty to refuel CNG in the Cascades (Bunch of CNG cylinders mounted on Vehicle) at Site for catering to its requirement at other outlets or for any other business purpose in addition to the refueling of CNG in the Vehicles by the Service provider. The decision of refueling of cascade at the Site, as above, by CUGL can be done either on regular basis or intermittently as may be decided by CUGL at its sole discretion. No prior / post consent, oral or written, shall be required by CUGL from the Service provider for this purpose.

**2. OBLIGATIONS OF CUGL**

- 2.1 CUGL agrees to install on the Site, at its own cost, the Equipment's for supply of CNG. CUGL agrees to be responsible for maintaining the Equipment's in proper working condition. All repairs to and replacement of any defective Equipment's agrees to be undertaken by CUGL at its own cost, same in the case of any damage to the Equipment's on account of negligence by the Service provider or any of its employees or agents in which case the Service provider agrees to pay the cost of repairs and replacement to CUGL. CUGL agrees to be responsible for effecting and maintaining necessary insurance coverage over the Equipment's.
- 2.2 CUGL agrees to supply Natural Gas through its pipeline up to the site for compression to make CNG to be dispensed to the vehicles or to

supply CNG from its mother station to the site for re boosting in order to dispense the CNG to the vehicles/cascades on the Site. CUGL agrees to make available adequate quantity of CNG at the Outlet at its sole discretion.

- 2.3 CUGL agrees to be liable for payment of taxes under provisions of applicable taxation laws on the CNG sold at the Outlet and agrees to be responsible for all matters relating to applicable taxes including filing of returns and complying with applicable procedures and formalities under the applicable laws related with CNG sold.
- 2.4 Any shutdown or breakdown arises for maintenance of equipment. CUGL shall try its best to carry out the maintenance of equipment (Compressor/dispenser/cascade/Gen set/Electricity etc.) with minimum possible time as per OEM recommendations. Service provider shall not force CUGL to run the equipment without proper maintenance for safe and smooth working of equipment. If any equipment or station gone under long breakdown or shutdown or closed as per business requirement of CUGL, CUGL shall not be liable to pay any amount to service provider for said CNG station.

### **3. OBLIGATIONS OF SERVICE PROVIDER**

- 3.1 The Service provider agrees to ensure that the Site is at all times kept free from any encroachment.
- 3.2 The Service provider agrees to provide, inter-alia at its own cost, the following additional facilities:

- (i) The Service provider shall be responsible to Operate the Equipment's including storage tank/ cascades, meter and check meter, dispensers and other fixture including pipeline and all equipment's and accessories/ auxiliaries there to, at the CNG station as per the guidelines/ instructions provided by CUGL.

Service provider shall Employ or make available adequate and trained personnel (including dispensing operators, supervisors, account clerks etc.) to carry out the operations as specified dispensing the CNG to Vehicles. Tentative manpower to be deployed at respective station are being given in the tender document.

- (ii) Maintenance and UP keep of the Outlet (excluding the Equipment), as per the norms prescribed by CUGL.

- 3.3 The Service provider agrees to provide, at its own cost, uniforms to its employees at the Outlet and agrees to ensure that its employees while on duty wear such uniforms. To enable CUGL to maintain the identity of outlets of CUGL, the Service provider agrees to follow the dress code prescribed by CUGL for the uniforms.
- 3.4 The Service provider agrees to be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous to customers. The Service provider agrees not to engage or employ any person with a criminal record/ background.
- 3.5 The Service provider agrees to be responsible for maintaining harmonious relations with its employees and workers and agrees to inform CUGL of any stoppage of work or other labour dispute whether actual or threatened and which is likely to affect the sale of CNG by CUGL at the Outlet.
- 3.6 The Service provider agrees to remove any employee or worker who is found guilty of misconduct or negligence while on duty or whose conduct is not in order in line with the direction from EIC.
- 3.7 The Service provider undertakes to take due care of the Equipment's and agrees to ensure that the same are operated by properly trained staff in a prudent manner. In case of any breakdown in or damage to or defect in the Equipment, the Service provider agrees to immediately notify in writing to the EIC of the same and not to operate the Equipment's till clearance is given by CUGL.
- 3.9 The Service provider undertakes that the Equipment's will remain the property of CUGL and/or its successors or assigns, and that the Service provider is authorized only to use the Equipment's at the discretion of CUGL to facilitate operations regarding dispensing of CNG. The Service provider agrees to have no charge or lien of whatsoever nature over the equipment's for his claims including commission or damages.
- 3.9.1 The Service provider agrees to take due care of and take appropriate measures for the protection of CUGL Signage(s).
- 3.9.2 The Service provider agrees to follow the safety procedures, from time to time, specified by CUGL in operating the Outlet and handling of CNG. Specifically, the Service provider agrees to comply with and observe the Safety Code of Practice NZS: 5425 of New Zealand and OISD 179, notified by CUGL to the Service provider for ensuring safe

refueling of Vehicles with CNG. In addition, the Service provider agrees to also ensure full and strict compliance with the guidelines, norms, rules, stipulations etc. as may be prescribed by Chief Controller of Explosives (CCOE) Nagpur, Chief Fire Officer (CFO), Gas Cylinder Rules and any other statutory authorities from time to time in respect of safe handling, storage and Sale of CNG at the Site.

- 3.9.3 The Service provider agrees to ensure compliance with all such safety guidelines/ directives given by CUGL from time to time which will include but not be limited to checking of metallic compliance plates ( fitted on body of the vehicle signifying make of CNG conversion Kit, CNG cylinder, validity thereof etc.) endorsement in RC book ( Issued by Regional Transport Office) of the Vehicle and witnessing genuineness of cylinder prior to filling CNG in the Vehicle etc.
- 3.9.4 The Service provider agrees to obtain all statutory approvals of concerned authorities for providing various services such as provision of utilities, personnel and infrastructure for dispensing of CNG and maintenance services relating to the Outlet.
- 3.9.5 The Service provider agrees to promptly inform the EIC of any additional requirement for CNG at the Outlet. In addition to the aforesaid, the Service provider agrees to, if required by CUGL give to CUGL periodical reports relating to the requirement for CNG at the Outlet.
- 3.9.6 The Service provider agrees not to cause any hindrance in allowing CUGL or its Service Provider to refuel the cascades (Bunch of CNG Cylinders mounted on Vehicle) at the Site in addition to the refueling of CNG in Vehicle.
- 3.9.7 The Service provider agrees to ensure availability of power to run the CNG outlet.
- 3.9.8 Lesioning with legal metrology (W&M) for timely stamping of CNG dispensers is sole responsibility of service provider. CUGL scope shall be limited to facilitate for checking of dispensers and deposition of stamping fees.
- 3.9.9 Lesioning with electricity department in case of failure of power supply shall be the responsibility of service provider.

#### **4 TITLE AND OWNERSHIP**

- 4.1 It is agreed that the Equipment's will be the absolute property of CUGL and shall not be deemed to be in the possession of or to the order or disposition or control of the Service provider. The Service provider

shall not have any right of ownership or otherwise, interest & title or any lien in or over the Equipment, whatsoever.

## **5 CONFIRMATIONS BY THE SERVICE PROVIDER**

- 5.1 The Service provider confirms that the EIC or other authorized officers or representatives of CUGL agrees to have right to enter up on the Site for the purpose of taking meter readings on the CNG dispensers to calculate the quantity of CNG sold and the Service provider or any of his representatives or the employees agrees to not obstruct CUGL or their Authorized officers/employees to enter up on the site for the above purpose.
- 5.2 The Service provider confirms that CUGL and its authorized officers or representatives with or without workmen shall have right to enter up on the Site for the purpose of inspection of the state and conditions of the Equipment's, Signage(s) and for verification that all Safety Procedures are being duly followed by the Service provider. The Service provider further confirms that CUGL shall at its sole discretion and liberty may replace, repair, modify, alter or take away partially or whole any of its Equipment's from the Site at any time without prior notice to the Service provider. The Service provider shall not, without the prior written consent of CUGL, adjust, repair, clean, replace or remove any of the Equipment's or their parts and/or alter any identifying markings on the Equipment's and signage(s).
- 5.3 The Service provider confirms that the LCV mounted mobile cascades of CUGL shall have the right to enter up on the Site for the purpose of refilling of cascades from the LCV filling point which will then be dispatched to other CNG dispensing stations.
- 5.4 The Service provider confirms that the Equipment's are the property of CUGL and that he agrees not to claim any right, title, interest or lien whatsoever over the Equipment's.
- 5.5 The Service provider confirms that in the event of any stoppage of the work or other labour dispute whether actual or threatened, CUGL shall with due notice of three (3) days have right to get the dispensing of CNG at that outlet either through itself or through any other agency at the cost of the Service provider.

- 5.6 The Service provider confirms that CUGL shall be entitled to keep the Outlet open on all days in a month unless the Outlet is required to be kept closed on any day by order of the Government or any competent authority or by EIC

## **6 REPRESENTATIVES AND WARRANTIES**

### **6.1 Representations by the SERVICE PROVIDER**

The Service provider confirms, represents, warrants and covenants to CUGL that:

- a. The Service provider has obtained/commits to obtain all licenses, registrations or approvals of the concerned authorities in its name, if any required, for providing the services under this Contract;
- b. There is no restriction or impediment preventing the Service provider from providing the site and the services under this Contract.
- c. The Service provider represents/ warrants that there are no pending or threatened investigations, litigation or proceedings affecting the Service provider that (a) may have a material adverse effect on the Service provider's business, condition (financial or otherwise) or on the results of the Service provider's operations or its ability to perform its obligations under this Contract, and/or (b) purports to effect the legality, validity or enforceability of this Contract.
- d. Service provider has agreed to be responsible in their personal capacity for the acts of commission and omission arising out of this Contract and incidental thereto, in addition to the breach of any of the terms and conditions of this Contract.

### **6.2 General Representations:**

Each party represents and warrants to the other party that:

- a. They have the necessary power to enter into and perform

their respective obligations under this Contract;

- b. All actions, conditions and things required to be taken, fulfilled and done in order to (i) enable them to lawfully enter into and perform their obligations under this Contract; (ii) ensure that those obligations are legally binding and enforceable; have been taken, fulfilled and done.
- c. The authorized signatory of the party executing this Contract is validly in office and duly authorized to execute this Contract and execution by such authorized signatory will bind the respective party;
- d. The execution and delivery of this Contract and performance hereunder will not result in a breach of any other Contract entered into by the party or will not conflict with any other, judgment, rule or regulation by which the party is bound.
- e) The representations and warranties referred to hereinabove and elsewhere in this Contract or given pursuant hereto agree to continue to have full effect during the period of this Contract.

## **7 BILLING AND PAYMENTS**

- 7.1 Any Bills to be issued to customers at the Outlet shall be Bills of or in the name of CUGL. The Bills shall be printed by CUGL and shall bear the name of CUGL registration number. CUGL shall, from time to time, make available to the Service provider adequate Bill books to enable the Service provider to prepare and issue the Bills at the Outlet to the customers, as part of its obligations and services to be rendered under this Contract.
- 7.2 All taxes, duties and cesses payable or levied on sale of CNG shall be to the account of and paid by CUGL. It is clarified that the sale of CNG will be affected by CUGL and the Service provider has agreed to provide the Site and the services hereunder to facilitate the sale of CNG by CUGL.

7.3 The CNG shall be sold to the Vehicles at the Retail Price fixed by CUGL.

- 4.1 The Service provider agrees to pay to CUGL on daily basis, the aggregate Retail amount collected by the Service provider on the Previous day. CUGL may, at its discretion, increase the frequency or alter the period for payment of the Retail Amount.
- 4.2 The Service provider agrees to deposit the aggregate of Retail amount collected from consumers to the designated bank agency notified by CUGL Gas on next working day at the CNG station itself. If bank informs about the fake /shortage /mutilated notes after the collection of cash from service provider, then same will be recovered form service provider in their commission bill /regular bill.
- 4.3 CUGL agrees to, from time to time, review the collection of Retail Price and billing system and may, in its sole discretion, alter the period for payment or manner of payment of the Retail Price by the Service provider to CUGL.
- 4.4 Without prejudice to the right of CUGL to adjust the cash deposit and/or invoke the bank guarantee, in case of any delay by the Service provider in the payment of the aggregate Retail Price collected by the Service provider, the Service provider agrees to pay to CUGL Delayed Payment Charges (DPC) at the rate of 16% (sixteen percent) per annum on the amount unpaid from the due date of payment until date of actual payment and/or realization. Such Delayed Payment Charges shall be compounded monthly.
- 4.5 The Service provider shall enclose with the invoice and send to CUGL a statement showing the quantity of CNG sold at the Outlet during the said fortnight. Such statement shall be based on the meter readings on the CNG dispensers and shall be accompanied by the counterparts of the Bills given by the Service provider.
- 7.9. In consideration of the services rendered by the Service provider to CUGL, CUGL agrees to pay service charges to the Service provider at the rate on a monthly basis. The Service provider agrees to, on the last day of every month during the tenure of the contract, send to the EIC of CUGL an invoice for the service charges payable by CUGL to the Service provider. The said service charges as per the invoice agree to be paid within fifteen (30 ) business days from the date of receipt of the invoice by the EIC, provided that the invoice is supported by all requisite details/ documents and is duly verified by the EIC. The payment of service charges shall be subject to tax deduction at source as per applicable law at the time of payment. Any Tax, Cess, levy due etc. payable in respect of the Site will be borne by the Service provider. The taxes

(including VAT), duties and cases payable or levied on sale of CNG shall be paid by CUGL.

7.10 The Service provider hereby represents & confirms that the Service provider has fully evaluated the proposal in respect of payment of all-inclusive Service Charges and has found the same commercially feasible and commensurate to their business strategy to recover cost and gain reasonable return.

7.10 It has been expressly and unambiguously agreed by the Parties, that no separate charges, costs, fee of whatsoever nature, shall be payable by CUGL to the Service provider in respect of refueling the CNG in the cascade (Bunch of CNG Cylinders mounted on vehicles) at Site. Consideration as agreed covers towards all services provided herein including refueling of CNG in the cascade by CUGL at the Site.

7.11 In case of any discrepancy in the amount of service charge paid or payable to the Service provider, the Service provider agrees to lodge a claim with the EIC within 30(thirty) days from the date of receipt of the payment from CUGL and to the extent such claims are accepted by CUGL, CUGL agrees to issue a credit note in favour of the Service provider. The amount stated in the credit note shall be added to the service charge payable for the next month after issuing the credit notes.

7.12 Service Provider has to ensure the safety of Operating Installed Operational Dispensers all the time. Any type of accidental damage or mishandling damage would not be repaired by CUGL. Breakaway, vent tube broken and hose pulling issues would not be repaired by CUGL ( Direct/or indirect) shall be treated under mishandling case and negligence of CNG operation of deployed team staff. Cost of the same shall be recovered as per the decision of Officer-in-Charge, which will be final and binding on the Service Provider either running bill or Bidder provide same specification of material from respective OEM without delay. Dispenser operation guidelines and Safety SOP to be followed by bidder deployed staff.

7.13 Bidder has ensured during operation of CNG forecourt any type of damages under operation of Public toilet, repairing cost ( Bath basin, Door, Glass, Mirror, Weston Toilet etc ) shall be borne by bidder. All public toilets must be functional round-the-clock operation.

## **8 LIABILITY / INDEMNITY**

8.1 CUGL agrees not to be liable in any manner whatsoever (including for any loss or injury caused) to the employees or agents of the Service provider during the course of their employment with the Service provider or thereafter and the Service provider agrees to be solely liable to his employees or agents.

- 8.2 The Service provider agrees to be liable for the safety and security of the equipment's installed on the Site and shall ensure that, at all times, the Safety Procedures are duly followed.
- 8.3 The Service provider agrees to be liable for any unauthorized act of the Service provider or its employees or workers and agrees to ensure that its activities are in conformity with the terms and conditions of this Contract.
- 8.4 The Service provider agrees to indemnify and keep indemnified, save harmless and defend CUGL from and against any loss, damage, claim, action, proceedings, costs, charges and expenses that may be suffered or incurred by CUGL on account of any damage or injury to the person or property of any third party caused by any negligence or default of the Service provider or any of its employees or agents in following the Safety Procedures or otherwise howsoever or on account of any acts done or performed or caused to be done or performed by the Service provider, its employees or agents in the course of its/their activities under this Contract.
- 8.5 The indemnity provisions herein contained agrees to survive the expiry or termination of this Contract and to the claims made thereafter for the period during which the Contract was subsisting.

## **9. FORCE MAJEURE**

- 9.1 Neither party agrees to be liable to the other for any delay in or failure of their respective obligations under this Contract caused by occurrences beyond the control of either party including fire, flood, acts of God, acts of public enemy, war insurrections, riots, any law, statute, ordinance, order or regulations of the Government or any compliance therewith or due to stoppage of gas supply by up stream suppliers of CUGL due to any reason, whatsoever.
- 9.2 The party affected by force majeure conditions agrees to promptly notify the other party of the commencement and cessation of such contingency. If such contingency continues beyond six months this Contract shall be terminated unless both parties agree up on any alternate arrangement.

## **10 CONFIDENTIALITY**

- 10.1 All information and other material supplied to or received by either party from the other party, which is by its nature intended to be exclusively for the knowledge of the recipient or is marked "Confidential" and any information concerning the business transactions or the financial arrangements of the parties hereto or sale of CNG or operation of the Outlet shall be kept confidential by the recipient unless or until compelled to disclose the same (i) by judicial or administrative process, or (ii) by law, or unless the same is in, or (iii) is a part of public domain, or (iv) is required to be furnished to any regulatory or other authority having jurisdiction over the recipient, and in such cases the confidentiality obligations shall cease to the extent required

under the foregoing circumstances.

- 10.2 The Service provider agrees to indemnify and keep indemnified, saved harmless and defend CUGL from and against any loss or damage that may be suffered or incurred by CUGL as a result of any disclosure by the Service provider, its employees or agents of any confidential information.
- 10.3 The confidentiality obligations agree to survive even after the termination of this Contract.

## **11 TERM / TIME PERIOD OF CONTRACT**

- 11.1 This Contract shall come in force with effect from the date of LOA and shall remain in force for a period of **Two (02)** years, unless earlier terminated in the events hereinafter mentioned.

## **12 TERMINATION**

### **12.1 Events of Termination**

- 12.1.1 CUGL, at any time, without assigning any reason, by notice in writing of not less than one month be entitled, to terminate this contract and on expiry of such notice this contract shall terminate.
- 12.1.2 CUGL may, at any time, by written notice, immediately terminate the contract, if :
  - a. The Service provider fails to pay to CUGL any sum due by it under this Contract within the due date thereof;
  - b. The Service provider fails to comply with any of its obligations or undertaking or commits any breach of the covenants or conditions or on its part to be observed, performed or fulfilled;
  - c. Any representation or warranty by the Service provider given herein or in pursuance of this Contract is found to be incorrect;
  - d. The Service provider ceases to carry on its business or suspends all or substantially all of its operations;

- e. The Service provider is unable to pay either the debts of the Service provider or the debts of the Partners or becomes unable to pay the debts as and when due or makes any composition or arrangement with or for the benefit of the creditors of the Service provider;
- f. A liquidator, receiver, administrator or any encumbrance takes possession of or is appointed over the whole or any part of the assets of either the Service provider or the partners;
- g. In the event of the Service provider or any of the partners declared insolvent.
- h. Any attachment or distress is levied against any of the assets of either the Service provider or the partners and the same is not raised within thirty (30) days;
- i. There is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines which prevent the sale of CNG;
- j. Any consent, approval, license or permission required for sale of CNG at the Outlet is suspended, cancelled or withdrawn or expires and is not renewed.
- k) The Service provider is unable to follow the direction of EIC given from time to time.

## 12.2 **Effect of Termination**

- 12.2.1 On the termination of this Contract, the Service provider agrees to forthwith pay to CUGL the Retail Price for all CNG sold at the Outlet from the date of the last payment till the date of termination of this Contract.
- 12.2.2 On termination of this Contract in any of the events specified, the Service provider also agrees to pay to CUGL any loss, damages, cost, charges and expenses incurred by CUGL on account of such premature termination.

## 12.3 **Obligations to survive termination**

- 12.3.1 The termination of this Contract in accordance shall be without

liability on the part of the party terminating and shall not affect any rights or obligations arising or accruing prior to such termination and shall not affect any claims, which a party may have against the other for any antecedent breach.

### **13 RELATIONSHIP**

13.1 Nothing contained in this Contract shall constitute a partnership or joint venture between the parties.

13.2 Notwithstanding anything herein contained, no relationship between employer and employee shall be deemed to be created between CUGL and the Service provider or CUGL and the employees, workers personnel, or representatives of the Service provider. CUGL shall not be liable in any manner to the employees, personnel or representatives of the Service provider or for acts of such employees, personnel or representatives of the Service provider.

13.3 During the term of this Contract, the Service provider shall not hold itself out as an agent of CUGL. It is clearly understood that this Contract is on principal-to-principal basis and CUGL shall not be liable for the acts of commission or omission of the Service provider or its employees, personnel or representatives.

### **14 PREVALENCE OF CONTRACT**

14.1 In the event of inconsistency between the provisions of this Contract and any other earlier document or writing between the parties hereto, the provisions of this Contract shall prevail.

### **15 BENEFITS OF THIS CONTRACT**

15.1 This Contract and the respective rights and obligations of the parties hereto under this Contract shall ensure to the benefit of and be binding on their respective successors.

### **16 ASSIGNMENT**

16.1 The Service provider agrees not to assign this Contract or all or any of its rights or obligations hereunder to any person, without the prior written consent of CUGL. CUGL may, without the prior consent of the Service provider, assign all or any of its rights and obligations under this Contract to any person / firm.

### **17 ALTERATION**

17.1 Any alteration or amendment to this Contract shall be affected only

by an instrument in writing signed by both parties hereto.

## **18.0 NOTICES**

- 18.1 All notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any party may from time to time notify to the other parties:  
To CUGL: To the Service provider
- 18.2 Any notice or communication addressed to CUGL shall be marked for the attention of the EIC

## **19.0 COSTS AND EXPENSES**

- 19.1 All costs and expenses incurred by the parties in obtaining all necessary approvals, permissions, sanctions or consents of the concerned authorities for the execution of and performance of the transactions contemplated by this Contract shall be borne by the respective parties incurring the same

## **20.0 PARTIAL INVALIDITY**

- 20.1 The illegality, invalidity or unenforceability of any provision of this Contract under the law of any jurisdiction to which any party hereto is subject shall not affect the legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of the other provisions hereof

## **21.0 FURTHER ACTS**

Each of the parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, Contracts and deeds and do all further acts, deeds matters, and things as may be required to give effect to the provisions of this Contract

## **22.0 TIME ESSENCE**

Any time, date or period mentioned in any provision of this Contract may be extended by Contract between the parties hereto but as regards any time, date or period originally fixed or extended as aforesaid, time shall be of the essence

## **23.0 CONTRACT PERFORMANCE BANK GUARANTEE**

- 24.1 GCC clause shall stand modified to the following extent:

- 24.1.1 Within 21 days of the award of LOI, the successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) in the form as provided

in the tender documents.

24.1.2 The successful contractor shall furnish CPBG within 21 days from the date of award of LOI, an unconditional contract cum equipment performance Bank Guarantee from a Indian nationalized

/ Scheduled commercial bank or any international bank of repute having a branch in India for due Performance of the contract for a sum equivalent to as mentioned below. This Contract-cum-Equipment Performance Bank Guarantee shall be drawn in favor of the Owner and shall be initially valid for a period adequate to cover up to 90 days after Defect Liability Period

| Sr No | Station Name                       | Minimum CPBG Amount against contract                                                                                        |
|-------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1     | Makadikheda Mother Station, Kanpur | <b>10% of the Annual Contract price excluding taxes (there shall not be any upper ceiling for security deposit amount).</b> |
| 2     | Fazalgnaj online Station, Kanpur   |                                                                                                                             |
| 3     | Panki Mother Station, Kanpur       |                                                                                                                             |
| 4     | Juhi Mother Station, Kanpur        |                                                                                                                             |
| 5     | Chakeri Mother Station, Kanpur     |                                                                                                                             |

| Sr No | Station Name                       | Minimum CPBG Amount against Cash Security                                     |
|-------|------------------------------------|-------------------------------------------------------------------------------|
| 1     | Makadikheda Mother Station, Kanpur | 5 3 6 1 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 2     | Fazalganj online Station, Kanpur   | 6015 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date =    |

|   |                                   |                                                                            |
|---|-----------------------------------|----------------------------------------------------------------------------|
| 3 | Panki Mother Station,<br>Kanpur   | 2558 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 4 | Juhi Mother Station,<br>Kanpur    | 4379 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date = |
| 5 | Chakeri Mother Station,<br>Kanpur | 3484 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date = |

24.1.3 No interest shall be payable by the CUGL on the security deposit.

24.1.4 All compensation or other sums recoverable from the contractor may be deducted from the security deposit and in the event the security deposit is reduced for the aforesaid reasons, the contractor shall be responsible for making good the shortfall.

24.1.5 The Security Deposit shall be made up of Initial Security Deposit and retention moneys of a sum equal to 10 % (ten percent) of the gross value of each bill up to and until the recovery of full Security deposit is achieved.

24.1.6 If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to CUGL, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period/ Guarantee Period.

24.1.7 The vendor also can deposit the full SD amount by DD or Bankers cheque or Bank Guarantee (if the amount of SD is higher than Rs. 1lac) initially itself in which case no ISD will be required to be furnished, and no deductions shall be made from running bills.

24.1.8 The CPBG shall be released within 90 days after the expiry of defect liability period.

24.1.9 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

24.1.10 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 CPBG suitably extended to cover the period of delay.

- 24.1.11 The proceeds of the CPBG 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.
- 24.1.12 The Contract Performance Guarantee shall be denominated in the currency of the Contract Agreement.
- 24.1.13 The Contract Performance Guarantee shall be submitted in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in India in the form provided in the bid documents.
- 24.1.14 Contractor shall submit a written request to the owner for release of CPBG on completion of performance obligations.
- 24.1.15 Please note the following:  
Claim period 30 days more than the validity of the CPBG  
Address of Bank (Issuing Branch as well as Kanpur Branch), Contact Person name (Issuing Branch as well as Kanpur Branch)  
Telephone Numbers of contact persons of bank (Issuing Branch as well as Kanpur Branch) Email address of contact persons of bank (Issuing Branch as well as Kanpur Branch)
- 24.1.16 ***"In case SD is not received within 21 days from PO/LOI. Beyond 21 days, INR 5,000/- per week subject to max. of 110% of SD value is to be submitted. Out of this submitted the additional value subject to max. of 10% of BG value (as applicable) is nonrefundable and will be forfeited on account of delay"***
- 24.1.17 "Bidder shall ensure transmission of SFMS Copy of Performance Bank Guarantee to CUGL Banker as per bank details provided by CUGL

#### **24.0 COMPLIANCE TO INSURANCE POLICY PROVISIONS (IF APPLICABLE FOR THE TENDER):**

The contractor is required to submit a copy of EAR policy for a value of 1.5 times the value of free issue material before taking over from the company for erection, testing and commissioning and the same shall be valid till successful commissioning of the machine and field performance test (FPT).

- 24.2 Further, the contractor shall ensure valid workmen compensation policy for all the workmen, before deployment at site.

24.3 In the absence of above insurance policies, no material/equipment shall be issued to contractor, and no contract manpower shall be deployed.

24.4 The requisite insurance shall be submitted by the contractor within 10 days from the date of placement of LOA. In case of delay beyond the above-said period, a penalty at the rate of Rs.5,000/- per each day of delay shall be imposed on the contractor.

**25. Price Reduction Schedule (PRS):**

25.1. GCC clause shall stand modified to the following extent:

Price Reduction will be applicable @  $\frac{1}{2}$  % of the total order / contract value per week of delay or part thereof in supply / completion of work subject to a maximum (ceiling) of 5% of total order / contract value for orders of materials, works, and service contracts.

The value referred in PRS Clause shall be excluding taxes and duties.

**SCOPE OF WORK FOR FORECOURT MANAGEMENT SERVICES TO BE PROVIDED BY SERVICE PROVIDERS AT ,Fazalganj, Makadikheda, Juhi, Panki & Chakeri :**

**The SERVICE PROVIDER shall remain responsible for: -**

- a) Dispensing Compressed Natural Gas (CNG) at the CNG stations. Safety & Security responsibilities of CNG Stations
- b) Operating and running the Diesel Generator or Gas Generator and other equipment.
- c) Filling of CNG in Natural Gas Vehicles through the dispensers as per the instruction / guidelines prescribed by the Company in line with PESO norms and Gas Cylinder Rules.
- d) Filling of LCV mounted mobile cascades for daughter & Daughter Booster Stations.
- e) Carrying out joint ticketing of dispenser reading with a CUGL representative on a fortnightly basis along with any dispenser reading jump report issued by the CUGL representative for that period. The same should reconcile with cash deposited for that period and this shall be the responsibility of the service provider.
- f) Cash Collection and issuing Cash Receipts to the Customers and deposit of cash with Company's Banker and submitting of cash deposit slip with the CUGL finance department on a daily basis excluding Bank holidays.
- g) In case of delay on account of the SERVICE PROVIDER'S failure, the SERVICE PROVIDER shall be liable to pay interest @ 16% per annum on such delay on the part of service provider and in case if it is not paid separately then the same will be deducted from the monthly bill of the SERVICE PROVIDER.
- h) Without prejudice to the right of CUGL to adjust the cash deposit and/or invoke the bank guarantee in case of any delay by the Service provider in the payment of the aggregate Retail Price collected by the Service provider, the Service provider agrees to pay to CUGL Delayed Payment Charges (DPC) at the rate of 16% (sixteen percent) per annum on the amount unpaid from the due date of payment until date of actual payment and/or realization.
- i) The SERVICE PROVIDER shall be required to maintain all records on account of sales both in terms of value and quantity and responsible for reconciliation under both heads. Any deficiency in cash collection and sale of CNG will be borne by the SERVICE

PROVIDER.

- j) Maintenance of records in respect of usage, machine operations, daily log books, permit to work, LCV filling and dispatch records, dispenser wise sale records, drinking water, bill payment on time, law and order situation handling, FIR lodging, safe custody of tools, spares, manpower deployment only after proper training, maintenance of daily sales both in quantity and cash, customer complaints and grievances, horticulture and housekeeping, all personnel records with reference to their qualification, antecedent etc., details of attendance and wage payments, handing over of responsibilities to next shift personnel, muster roll format rooster and other records as required & specified by the Company/Factories department from time to time and other statutory requirement.
- k) Maintaining/Submission of reports / documents in CUGL approved formats at the frequency / duration as defined by EIC/ SIC.
- l) Providing proper and effective Customer service apart from forecourt supervision and regulating traffic movement in the CNG Station.
- m) Providing effective housekeeping services at the premises which includes the Forecourt, the Office Building, all Equipment's, cleaning of Overhead Water Storage Tank etc.
- n) **Septic tanks cleaning of CNG Stations must be adhered through authorized Nagar Nigam agency in the view of hygienic CNG Pump Operation. No extra cost shall be paid by CUGL. This cost is paid by the Contractor/ bidder.**
- o) Service provider shall also be responsible for providing good housekeeping services, as per the instructions of respective EIC. Purchase of items for housekeeping shall be in the scope of Contractor.
- p) To follow the instructions given from time to time, as considered necessary for forecourt management services at CNG Mother Station by EIC/SIC.
- q) **Station Garbage on daily basis to handover Nagar Nigam authorized agency and applicable charges shall be paid by contractor. No extra cost paid by CUGL.**
- r) **Gas Loss:**

Gas loss on account of operation of equipment and handling losses up to 0.5% of total actual CNG sales on monthly basis with respect to Gas discharge from compressor (Compressor outlet) will be absorbed by CUGL. Any losses beyond the ceiling as mentioned above will be borne by service provider and the same

would be adjusted/recovered by the company (CUGL) on monthly basis for each location.

The losses on month-to-month basis will be calculated based on the actual CNG sales volume with respect to compressor discharge and the prevailing retail CNG selling price (at month end) of the COCO CNG station. Decision of EIC of CUGL in this regard shall be full and final & binding on the service provider.

- ii) However, if gas loss is due to the reason which is not directly attributable to service provider, service provider will be allowed to present their case. Decision of EIC of CUGL in this regard shall be full and final & binding on the service provider.

## **FOR BAREILLY LOCATION**

- 1) In case of contradictions in the tender document, the following shall prevail in order of precedence.
  - (i) Detailed Letter of Acceptance (LOA) along with enclosures
  - (ii) Letter of Intent/Fax of Acceptance
  - (iii) Schedule of Rates
  - (iv) Special Conditions of Contract
  - (v) Specification / Specific requirement
  - (vi) Drawings
  - (vii) General Conditions of Contract
  - (viii) NACE, ASME, ANSI and other codes

### **SPECIAL SERVICE CONDITIONS FOR FORECOURT MANAGEMENT SERVICES TO BE FOLLOWED BY SERVICE PROVIDERS AT CUGL M/s Rohilla & Dohra COCO CNG stations at Bareilly GA.**

- 1) Carrying out all services as mentioned in the Scope of Work throughout the year including Sundays and Holidays unless decided otherwise by the Company from time to time with reference to particular Station. However, the actual working hours at the CNG Stations will be specified by the company / EIC from time to time.
- 2) Bidder shall be required to plan the schedules of all its service providers in such manner so that weekly off and any other requirement are met as per the relevant act/regulations to Station. However, the actual working hours at the CNG Stations will be specified by the EIC from time to time.
- 3) All the statutory compliance regarding applicable labour laws shall be duly taken care of by the Service provider. The service Provider shall also be responsible for strict adherence to all the Labour Laws and other statutory provisions applicable on CUGL's CNG stations.
- 4) For Safety of the premises against accidents and fires by following all standard safety norms. The SERVICE PROVIDER shall ensure safety and firefighting, emergency handling, and training of all its personnel. This training shall be provided by the Company. Service provider to submit observations or incident reports if any to CUGL.
- 5) Providing all necessary guidelines to customers and regarding safety norms, operation procedures, rights and duties of customers and personnel etc.
- 6) Safe custody of all the fire & safety equipment's available at the station.

- 7) To coordinate with security service provider and fire personnel designated by CUGL for safe working at the station.
- 8) The bidder shall be appointed Project Manager/Authorized Owner representative/Owner to serve as a single window to take instructions from CUGL representative and for ensuring compliance of the same and for public dealing and Liaison on behalf of CUGL. He shall also manage the shift Rota and delegation of responsibilities in coordination with EIC/ SIC/CUGL representative.
- 9) The Project Manager/Authorized Owner representative/Owner should be available locally at Kanpur available at site as and when required/instructed by EIC. The Cost of the same shall be taken care of by the Service provider and no separate payment shall be paid by the CUGL.
- 10) Adequate technical shift supervisors shall be deployed for smooth operations of Sales on round-the-clock basis and shall be paid as per SOR.
- 11) Adequate number of fillers shall be deployed for smooth operations of Sales on round-the-clock basis and shall be paid as per SOR. However, requisite number of persons/ service providers shall be deployed only as per directions & prior approval of EIC.
- 12) List of authorized persons shall be declared by the service providers for each station for receiving instructions from EIC.
- 13) The SERVICE PROVIDER shall be responsible for the discipline, courteous and good behavior of all his personnel deployed in the services, and should any complaint be received against any of his employees, he shall arrange to take necessary disciplinary action/process for removal of such employees in line with directions given by EIC.
- 14) The SERVICE PROVIDER shall arrange for supply/ renew identity cards of his office employees at his own cost. All the SERVICE PROVIDER's employee shall be required to carry their respective Identity cards while on duty and produce them on demand.
- 15) **The SERVICE PROVIDER shall remain responsible for safety and security of his employees deployed for the services and provide the necessary safety and first aid kit.** The SERVICE PROVIDER shall ensure that all his employees follow the safety regulations issued by the Company designated person/ EIC from time to time. The SERVICE PROVIDER in case of any emergency must take the required first hand/ aid steps required in handling the emergency as and when the condition so arises.
- 16) Service Provider will ensure for safety PPE to the service provider deployed at CNG Station round the clock.

- 17) Further, Service Provider will ensure availability of adequate quantity of Personal Protective Equipment's for use by his service providers as and when required.
- 18) **All PPEs to be provided by Service Provider shall be of standard quality** .However, Engineer-in-charge/ Site In charge shall have full power to reject any or all the PPEs brought to the site by the Service Provider which are not in accordance with the contract specification or do not conform in character or quality to samples approved by other means. The EIC shall have full power to procure other PPEs to be substituted for rejected materials and in the event of Service Provider refusing to comply. All costs which may accrue on such removal and or substitution shall be borne by the Service Provider.
- 19) THE SERVICE PROVIDER will ensure that all employees deployed by him extend proper customer service and record all suggestions /complaints received from customers and pass the same on to the Company.
- 20) The SERVICE PROVIDER shall ensure that no encroachment takes place within the premises or its Right of Way.
- 21) The SERVICE PROVIDER shall be responsible for and indemnify the Company against all charges, claims/dues etc. arising out of disputes relating to dues and employment of personnel deployed by him either to company or third party (for which the claim is put on Company / CUGL). Further, the SERVICE PROVIDER shall indemnify the Company against all losses or damage caused to it on account of acts of the personnel deployed by the SERVICE PROVIDER.
- 22) The SERVICE PROVIDER shall ensure the regular and effective supervision of the services delivered.
- 23) The SERVICE PROVIDER shall not sub-let or assign any part of the job without prior approval of EIC in writing.
- 24) The SERVICE PROVIDER shall ensure that at no point of time the Station is left without his own or his supervisor's /manager supervision and accordingly at any point of time if the SERVICE PROVIDER is not in a position to attend or physically present at the Station, he shall intimate the Company and ensure an alternative arrangement.
- 25) It is specifically and distinctly understood and agreed between the Company and the SERVICE PROVIDER that the SERVICE PROVIDER shall, have no right, title or interest in the premises (which shall mean the CNG Station, including Building, Machinery, Equipment, Furniture & Fixtures etc. unless the same specifically belongs to the SERVICE PROVIDER.) and the SERVICE PROVIDER shall not have or deemed to have any lien whatsoever. The SERVICE PROVIDER will not be entitled

to assume or retain possession or control of the premises and the Company shall have an absolute right to take full possession of the premises and remove the SERVICE PROVIDER and his employees, material belonging to the SERVICE PROVIDER without assigning any reason on giving one month notice.

26) **Maintenance of compressors/cascades/dispensers shall be the responsibility of the Company, but it is imperative that the SERVICE PROVIDER takes reasonable and adequate care in handling them. In case of any damage and/or loss of the Company's facilities and other items, due to negligence of the SERVICE PROVIDER the loss will be recovered from the SERVICE PROVIDER.**

27) The SERVICE PROVIDER on termination of the agreement will remove all his employees, equipment's and they shall have no right to any form of employment in the Company.

28) The SERVICE PROVIDERS personnel shall provide all the required assistance to the Company's maintenance staff/OEMs maintenance team for regular troubleshooting repair and maintenance.

29) The SERVICE PROVIDER shall deploy additional personnel on the instructions of the EIC in any kind of emergencies like any kind of shut down.

30) The SERVICE PROVIDER shall duly and timely inform the Company about the status/requirements of mobile cascades and record its pressure and other details on arrival and departure. The SERVICE PROVIDER shall also timely inform the Company about the malfunctioning of equipment.

31) The SERVICE PROVIDER and his personnel shall perform all the duties and functions as per the laws (of the land of India, U.P state) or any other statutory body.

32) The service provider / his authorized representative shall come for a monthly meeting for contract performance services and related issues probably in the last week of every month.

33) Details of Dispensers, nozzles and LCV filling points installed at CUGL CNG Stations are given below which may be increased or decreased as per business requirement of CUGL time to time:

**For Bareilly**

| Seri<br>al<br>No. | Location | No of<br>Dispenser | Total no of<br>nozzles<br>(Car) | Total no of<br>nozzles<br>(Bus) | Total no.<br>of LCV<br>fillin<br>g<br>Points |
|-------------------|----------|--------------------|---------------------------------|---------------------------------|----------------------------------------------|
|                   |          |                    |                                 |                                 |                                              |

|   |                                       |   |    |   |   |
|---|---------------------------------------|---|----|---|---|
| 1 | Rohilla COCO CNG Station, Bareilly GA | 6 | 10 | 2 | 1 |
| 2 | Dohra COCO CNG Station, Bareilly GA   | 4 | 6  | 2 | 1 |

**In view of the CNG Sale as per CUGL Mkt recommendation at Bareilly, Increased/Decreased the Dispenser Quantity of Car /Combo Dispensers at Rohilla & Dohra COCO CNG stations shall be reviewed by E0IC.**

- 1) The current average direct sales (through dispensers) based on actual sales for the last Six months (April-2026 to Sep-2026) at CUGL Mother Station are given below:

| Serial No | CNG Mother Station               | Tentative CNG Sale Kg/day (First Year) | Tentative CNG Sale Kg/day (Second Year) |
|-----------|----------------------------------|----------------------------------------|-----------------------------------------|
| 1         | Rohilla CNG Station, Bareilly GA | 6817.00                                | 7726.02                                 |
| 2         | Dohra CNG Station, Bareilly GA   | 3510.00                                | 3720.60                                 |

Proposed Kg/Day for 2nd Year with Consideration 6 % Escalation in Progressive Manner

- 2) Tentative no. of manpower required at Rohilla & Dohra CNG Stations are given below:

| Category | Semi Skilled (Technical Shift Supervisor) | Un-Skilled (DSM-Gas Fillers) | Un-Skilled (House Keeping/Gar dener) | Un-Skilled (Queue Controller) |
|----------|-------------------------------------------|------------------------------|--------------------------------------|-------------------------------|
| Rohilla  | 3 nos. (A+B+C) Shift                      | 9-10 nos. (A+B+C) Shift      | 2 no. (G) Shift                      | 2 nos. (A+B) Shift            |
| Dohra    | 3 nos. (A+B+C) Shift                      | 8-9 nos. (A+B+C) Shift       | 1 no. (G) Shift                      | NA                            |

**Remark:**

*Note:*

- a) **Deployment of manpower for Gas Filler (DSM) is directly linked with actual sale considering 600 Kg/person/shift/station.**

**On tentative sales of Rohilla (6817 to 7226 Kg/Day) and Dohra (3510 to 3720 Kg/Day). There is requirement of fillers in no's at Rohilla 9 to 10 and Dohra 8 to 9. However, actual deployment may vary depending upon sales figures/station.**

**SPECIAL CONDITIONS OF CONTRACT**

1. **Remark:** Qualified bidder for all the locations (Rohilla & Dohra) shall ensure the safety of Station and queue management.
2. Qualified bidders will ensure traffic/ queue Management of incoming CNG Vehicles round the clock for Smooth operation.
3. As work is of hazardous in nature, deployment of manpower at site shall be in consultation with Engineer-in-Charge (EIC) or his representative as per experience & qualification criteria defined in tender document.
4. If Any Type of damage occurred due to negligence of manpower, contractor shall be responsible and damage cost shall be recovered from contractor.
5. Pen, Pencil, Eraser, Highlighter, whitener, paper rim, carbon paper, rubber band, stapler, stapler pin etc. shall be in the scope of service provider without any additional cost to CUGL.
6. The decision of EIC regarding imposing penalty per incident shall be final and binding. If a contractor fails to pay salaries on or before 7th of every month, it may be considered a breach of contract or a violation of labor laws. And the contract may be liable for termination.
7. Any replacement of manpower shall be subject to prior consultation with and approval from the Engineer-in-Charge (EIC) or his representative."
  - A. If the deployed manpower is replaced (during running contract) with new manpower as per qualification conditions, contract shall submit the full and final payment certificate of the released manpower along with proof the same to EIC. If such compliance is not submitted, CUGL will hold double the amount of balance payment which is payable for full and final payment of manpower being released.
  - B. Vendors ensure that salary/payment slip is given to all manpower/contract workers deployed under the contract/work by the contractor in line with

statutory norms

8. **Deployment of personnel who are physically fit and between the age group of 18 to 60 years and have the following prescribed minimum qualification.**
9. **Job profile of manpower to be deployed under Skilled, Semi-skilled and un-skilled category are given below:**

| Sl. No | Particulars                | Category     | Minimum Qualification, experience & Job profile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|----------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Technical Shift Supervisor | Semi Skilled | Minimum Xth pass plus 2 year ITI course having two year experience in the relevant field for round the clock administration of respective Shift of CNG Mother Station, preparing reports and documents, customer dealing, Carrying out joint ticketing of dispenser, Cash Collection and issuing Cash Receipts to the Customers and deposit of cash with Company's Banker, Maintenance of records in respect of usage, machine operations, daily log books, LCV filling, Compressor & Dispenser Breakdown Details, and dispatch records, dispenser wise sale records, drinking water, bill payment on time, law and order situation handling, W&M and Labour /Factory department handling and Coordination with Liaison for statutory Compliance FIR lodging, safe custody of tools, spares, manpower deployment only after proper training, maintenance of daily sales both in quantity & cash, LCV Management and to follow the instructions given from time to time, etc. Filling of LCV Mounted mobile cascade for daughter station and Daughter booster station traffic management, relieving etc. Basic working/knowledge of computer (MS Office) is must. Age Limit :18-60 Years |
| 2.     | Gas Fillers (DSM)          | Un- skilled  | Minimum Xth pass with two year of experience for dispensing Compressed Natural Gas (CNG), Filling of CNG in Natural Gas Vehicles through the dispensers as per the instruction/guidelines prescribed by the Company Age Limit: 18-60 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 3.     | Housekeeper                | Un- skilled  | Providing effective housekeeping services at the premises which include the Forecourt, Office Building (including toilets), cleaning of Overhead Water Storage Tank, etc. with housekeeping                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|    |                  |            |                                                                                                                                                                                                                                                                           |
|----|------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                  |            | material,<br><br>Age Limit: 18-60 years                                                                                                                                                                                                                                   |
| 4. | Gardener         | Un-Skilled | Providing effective gardening services at the premises which includes watering of plants, trimming, grass cutting, painting of pots and all the gardening related works of station premises with all tools and tackles, compost/manure etc.<br><br>Age Limit: 18-60 years |
| 5  | Queue Controller | Un-Skilled | Providing effective traffic management services to ensure traffic/ queue Management of incoming CNG Vehicles round the clock for Smooth operation                                                                                                                         |

### 3) **Penalty provision**

- 1) In case of non-compliance of contract clause with respect safety & Security, then for each such incident / violation penalty at the rate of Rs. 5000 per incident shall be deducted by the EIC from the RA bill submitted (exclusive of taxes).
- 2) Further, in case of non-compliance of any applicable statutory requirement, the Engineer-In-Charge may terminate the contract at any point of time.
- 3) If the LCV Filling was delayed due to Supervisor Negligence, such incident / violation may lead to penalty at the rate of Rs. 500 per incident and shall be deducted by the EIC from the RA bill submitted (exclusive of taxes).
- 4) If at any point of time for any reasons, it has been found that nozzles are not operational as compared to vehicle queue noticed at that point of time more than 30 Minutes, then on each such incident reported, initially a warning letter shall be issued to the Service Provider by the EIC. However, on continues being observed repetition of such non- compliance of directions given by the EIC, a penalty for an amount of Rs. 2500 per nozzle per incident shall be deducted and the contract may be liable for termination.
- 5) Calculation on the basis of CCTV footage video which is available at all Mother/online Stations.
- 6) In case the manpower deployed are not in proper PPE (i.e., Uniform, Safety Shoes etc.) a penalty of an amount of Rs.500/- per person shall be imposed on the Service Provider. Service provider shall get the approval for safety shoes (make) and uniform (colour/quality) for finalization before disbursement to manpower. The

same shall be disbursed within 30 days from the date of LOI.

- 7) Proper and corrected DPR must be submitted to CUGL office in time. If Wrong DPR submission will attract penalty of Amount of Rs. 200 per incident. Joint Ticketing and credit customer billing as per cycle/ frequency must be followed and coordinate and visit CUGL office in their scope no extra payment shall be paid under this head. Delay and improper will also attract penalty of Rs. 1000 per incident.
- 8) Preparing of DPR of respective online/DB/DS retail outlet or DODO stations which comes in the responsibility of SIC of concern online/mother COCO station shall be the sole responsibility of station manpower.

9) **Cash collection and Security deposits.**

Cash Collection of daily sale to be deposited in CUGL designated bank account succeeding day till 11 A.M. and MIS to be sent daily to CUGL office/SIC. The dealer is required to pay an interest free security deposit towards cash collection for an amount equivalent to 2 days average cash sales by way of DD, or Performance Bank Guarantee of equivalent amount or Cash Deposit and the same shall be reviewed on half yearly basis.

The Retail Price of CNG as on the date of this Contract will be the price of Rs. 103 /KG for Rohilla & Dohra CNG stations which remains in force until revised by CUGL. The periodic review of the cash security deposit or performance bank guarantee would be done twice every year in the months of April and October respectively.

**5) The Engineer-In-charge (EIC) shall have power to:**

- a) Issue instructions to the SERVICE PROVIDER in writing as necessary for the purpose of proper and adequate execution of the contract and the SERVICE PROVIDER shall carry out and shall be bound by the same.
- b) Instruct the SERVICE PROVIDER to remove or replace any workforce deployed by the SERVICE PROVIDER whom the Company considers incompetent or unsuitable.
- c) Instruct the SERVICE PROVIDER as regards the smooth execution of the SERVICE PROVIDER'S responsibilities as per the scope of work and tender conditions.

d) The decision of EIC shall be binding on the Service Provider for all issues and disputes. All correspondence regarding this contract shall be with EIC or Site In-charge (SIC), nominated by EIC/CUGL.

e) The EIC reserves the right to:-

- Issue the instructions to the Service Provider from time to time during the progress of the service as shall be necessary for the purpose of proper & adequate execution of the service and Service Provider shall carryout and be bound by the same.
- Instruct the Service Provider to remove or replace any workforce that the company considers incompetent or unsuitable and the opinion of the company's representative as to the competence of any personal engaged by the Service Provider shall be final and binding on the Service Provider.

6) All correspondence against this contract shall be made by bidders authorized signatory only, with CUGL/EIC/SIC.

6) The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workmanlike manner.

7) The rates agreed shall remain firm till the expiry of the contract and the Service Provider shall not be entitled to any increase or revision or any other right or claim whatsoever by way or representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to Service Provider's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.

8) The Service Provider has to provide wages to the workforce as per notification circulated from the Ministry of Labour and Employment, Office of Chief Labour Commissioner (C).

9) All workforces engaged by the Service Provider /Service provider shall be on its payroll and be paid by him and hold the owner i.e. Central UP Gas Limited harmless/indemnified from any liability or penalty in this regard. All payments with regard to the payment of wages / salaries are to be made through E-Banking / Electronic means and/or in the presence of a representative of CUGL, if felt necessary. Service provider shall be required to submit the documentary proof of the salary payment of respective month along with the monthly invoice for all deployed workforces.

10) Neither part of the contract or any share of interest therein shall, in any manner or degree,

be transferred / assigned or sublet by the Service Provider directly or indirectly to any person, firm or corporation, whatsoever.

- 11) Central UP Gas Ltd. has the right to alter the scope of the services in quantum as per the exigency of work. The Service Provider shall accordingly provide service as may be required by the EIC on giving a notice of reasonable time.

**12) The SERVICE PROVIDER shall remain responsible for:**

- a. The smooth operations of the services outlined in the scope of work and maintain its own administrative infrastructure at the execution location. Service provider shall depute a Supervisor at execution location for supervising the contract.
- b. Obtaining relevant Labour Licenses, PF Number, ESI Code, Workmen compensation Policy and any other Statutory document required for the smooth operation of the services and submission of necessary documentary proof in this regard at the SERVICE PROVIDERS own cost.
- c. Discharging all the obligations as provided under various statutory enactments including Contract Labour (R&A Act, 1970), Employees Provident Fund and Miscellaneous Provisions Act, 1952, ESI Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Code of wages 2019, Workmen Compensation Act, 1923 and any other relevant Acts, Rules and Regulations which are and may come into force from or after the date of execution of the Contract and as amended from time to time;
- d. Necessary contributions towards PF, Family Pension, ESIC, Workmen compensation Policy or any other statutory payments as applicable in respect of this contract or of personnel deployed by him for rendering the services to CUGL and deposit the required amounts with the concerned statutory authority on or before the due date. CUGL shall also have access to the records maintained by and can inspect the same at all reasonable times.
- e. The Bidder shall submit the records/documents of all above listed statutory compliances along with the monthly bill.
- f. Compliance to all conditions of tender document without any fail.

- 13) The agency should have the capability to deploy the desired workforce immediately on the award of the contract and the agency should submit the undertaking for the same along with the bid document.

- 14) The successful bidder shall submit the final list of workforces to be deployed along with all relevant documents at the respective site immediately after the award of LOA and deployment at respective site.
- 15) No other workforce except Service Provider's authorized representative shall be allowed to enter CENTRAL UP GAS LTD. Corporate office or Juhi Office at Kanpur and associated premises. Service Provider shall also not entertain any outsider or extend any service beyond CENTRAL UP GAS LTD. premises.
- 16) Within the CENTRAL UP GAS LTD. Premises, the Service Provider's workforce shall not do any private work other than their normal duties.
- 17) Service Provider shall be directly responsible for any/all disputes arising between him and his workforce and keep CENTRAL UP GAS LTD indemnified against all losses, damages and claims arising thereof.
- 18) The workforce engaged by Service Provider shall be subject to security check by the CENTRAL UP GAS LTD security staff while entering/leaving the premises.
- 19) The Service Provider shall be solely responsible for payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of the Government. CENTRAL UP GAS LTD shall have no liability whatsoever in this regard.
- 20) Service Provider shall be fully responsible for theft, burglary, fire or any mischievous deeds by its staff.
- 21) The Service Provider shall submit all details of the workforce it is recommending for deployment viz. resume, certificates, police verification etc. and shall take prior approval of CUGL EIC/SIC for deployment of personnel's the CUGL establishment.
- 22) List of work forces employed by Service Provider for the subject work mentioning qualifications, experience and residential address shall be submitted to CENTRAL UP GAS LTD. In case of any change, the same shall be informed to Central UP Gas Ltd. from time to time.
- 23) Service provider shall also ensure the lube oil sale at station & operation of air inflator for free air to customer within their service charge.

#### **24) COMPLIANCE WITH STATUTORY REGULATIONS:**

- 1) The Service Provider / Service Providing firm shall obtain Workmen Compensation Policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner / CENTRAL UP GAS LTD or to some other agency. The premium amount should be deposited with the insurance agency by the

Service Provider regularly and without any delay.

- 2) In case of any accident resulting in injury or death in respect of the workforces deployed by the Service Provider during the execution of the work, the Service Provider shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the workforce injured/next kith and kin of the deceased. Service Provider shall indemnify CENTRAL UP GAS LTD from such liabilities.
- 3) The Service Provider / Service Providing firm shall not employ any workforce suffering from any contagious, loathsome or infectious disease. The Service Provider / Service Providing firm shall get examined his workforces through a Government Doctor before deployment.
- 4) No workforce of Service Provider / Service Providing firm and Service Provider himself shall be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the Service Provider / Service Providing firm shall have to change/replace him, failing which, CENTRAL UP GAS LTD may terminate the contract.
- 5) While conforming to any of these conditions, the Service Provider should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The Service Provider shall indemnify CENTRAL UP GAS LTD for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities/ any court against any act or acts of the Service Provider firm or his workers.
- 6) The Service Provider firm shall deploy the workforces after verification of their character and antecedents. In case any workforce is found having criminal record, he shall have to be immediately replaced without any delay.
- 7) The workforces to be deployed should be on rolls of the Service Provider firm.
- 8) The Service Provider firm shall issue proper identity cards to all the workforces who are to be engaged for the job. The identity cards shall be signed by the Service Provider or his authorized representative.
- 9) The supervision of the workforces shall be done by the Service Provider / Service Providing firm through their authorized representative and the name of the supervisor shall be invariably intimated to the EIC (EIC/EIC) at the time of commencement of contract. In addition, the service provider shall make adequate arrangement for supervision w.r.t. jobs like leave, monthly wage bill, liaison with CENTRAL UP GAS LTD etc of the workforce engaged by them and the cost for the same shall be included in the service charges to be quoted by the bidders in the SOR.
- 10) The Service Provider shall be solely responsible for disciplining the workforces deployed by him. Further, he shall ensure that none of his workforces create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found

indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

- 11) The Service Provider / Service Providing firm shall not sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. company, etc. without prior written permission of CENTRAL UP GAS LTD.
- 12) CENTRAL UP GAS LTD. Reserves the right to obtain Service Provider's services on holidays as well as beyond the specified working hours in exceptional circumstances, by giving prior notice to the Service Provider.
- 13) No accommodation will be provided to the Service Provider / Service Providing firm.
- 14) The Service Provider will employ only adult workforces for the works as per the requirement.
- 15) The Service Provider / Service Providing firm shall be required to obtain labour license from Assistant Labour Commissioner (Central) Kanpur / RLC (Kanpur), as applicable.
- 16) The Service Provider / Service Providing firm shall pay the wages to the workforces latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the office of Chief Labour Commissioner (Central), New Delhi and any changes thereon from time to time in the presence of authorized representative of the Principal Employer i.e. EIC/EIC. All payments to its deployments must be made through E-Payment The EIC shall ensure that the Service Provider / Service Providing firm is making payment of wages to its workforces not less than the wages notified by the appropriate authority from time to time.
- 17) The Service Provider / Service Providing firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The Service Provider must ensure deduction of PF, if applicable from the contract workforces and deposit the PF of employer contribution to the concern contract workforces deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his workforces to the EIC.
- 18) The Service Provider / Service Providing firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workforces well in time and submit a copy of challan to owner/EIC in monthly/quarterly basis failing which CENTRAL UP GAS LTD. will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

The Service Provider / Service Providing firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act. 1952, BOCW Act 1996 etc. and deposition of cess as per Act, if the work is

covered under BOCW Act 1996. and other labour legislations as in existence (at present in India) and as amended from time to time.

26. The Service Provider shall be required to furnish proof/copies of forms/returns as per statutory norms as and when require by the EIC.
27. The Service Provider (s) are required to submit copies of Electronic Challan Cum Return (ECR)/ Electronic challan along with online UP loaded list of contract workers/ members/ subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in CENTRAL UP GAS LTD. While submitting monthly bills.
28. The Service Provider shall have his own PF code no. with the RPFC as required under Employee PF & Misc. Provisions Act, 1952 and extended benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
29. The Service Provider shall have to discharge obligations as provided under various Statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour(R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages Act, 1936, Employees Compensation Act, 1923, BOCW Act 1996, Factories Act 1948 & other relevant Acts, Rules and Regulations enforced from time to time.
30. While conforming to any of these conditions, the Service Provider should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The Service Provider shall indemnify CENTRAL UP GAS LTD. for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

2) **DETAILS OF MINIMUM PAYMENT OF WORKFORCE EMPLOYED BY SERVICE PROVIDER**

The Service Provider shall pay Minimum as per the following table to the workforce deployed by him under various categories (Semi-Skilled/Skilled/Highly Skilled/Un Skilled etc.) as applicable.

| Sl. No. | Salary Components (Monthly) | Basis of Salary |
|---------|-----------------------------|-----------------|
|---------|-----------------------------|-----------------|

|   |                                                        |                                                                                                                                                                                                                                                     |
|---|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | (Basic+ DA) Wages Per day                              | As per the Minimum Wages Act issued from time to time by the Office of The Chief Labour Commissioner (Central) i.e. Rate of Wages including V.D.A. per day.<br><br>Example : Skilled : 918, Semi-Skilled :781, Unskilled : 693 on dated :30.03.2026 |
| 2 | Earned Leave Contribution (1.25% of per day wage rate) | 1.25% of per day wage rate of Sr no. 01                                                                                                                                                                                                             |
| 3 | Uniform Allowance                                      | ₹ 470 /- fixed per month.                                                                                                                                                                                                                           |
| 4 | Provident Fund Contribution                            | As per Central Govt. latest Notification                                                                                                                                                                                                            |
| 5 | Gratuity                                               | As per Central Govt. latest Notification                                                                                                                                                                                                            |
| 6 | Bonus                                                  | 8.33% of (Basic+DA)                                                                                                                                                                                                                                 |

**The following to be complied:**

- a) Annual Medical Checkup for workforce to be complied by the Service Provider.
- b) PF/ESI remittance to be ensured as per statutory norms.
- c) Leave wages to be provided 1.25 of per day Basic wages.
- d) Workmen compensation policy to be taken for having a risk coverage 24\*7 accident, injuries, death coverage (Natural/Accidental death) with sum assured as per standard rule and regulation
- e) Uniform- T shirt (2 nos.) having design finalized by CUGL with LOGO) and Cotton trousers/Pant (2 No's) and Sweater/Jacket-full sleeve (One no.), Safety Shoes of good quality etc. every year to individual workmen deployed at site.
- f) The provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act,1970, Employees' Provident Fund and Miscellaneous Provisions Act. 1952 and other labour legislations as in existence (at present in India) and as amended from time to time should be strictly comply.

### 3) **Documents with Bills**

Monthly bills shall be released based on the actual work executed and certified by EIC/EIC. The bidder shall submit the monthly bills for the services provided in previous month along with all supporting documents as mentioned under respective part conditions/scope of work and additionally as required by EIC/EIC in compliance to tender conditions.

#### **At the time of submission of monthly bills:**

- Copy of wage register duly certified by authorized representatives of CUGL
- Wages are to be paid through e - banking, / Bank transfer of complete total amount monthly by bidder to bank and detailed employee list
- Copy of Electronic Challan cum Return (ECR) for the proof of Provident Fund contribution deposit/remittance along with details of employees showing PF account no., contributions of employee and employer etc.
- Gas Loss sheet of station.

#### **Registers to be maintained by the Service Provider as per the Contract Labour (Regulation & Abolition) Act,1970 but not limited to the followings: -**

| Immediately after Issuance/ Receiving of Letter of Intent. |                                                                                                                                         |                                              |  |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--|
| S. No                                                      | Document                                                                                                                                | Time frame                                   |  |
| A                                                          | Application for issuance of Form-III for obtaining Labour License from the Licensing Authority for engaging 20 or more contract Labour. | Immediately after issuance/ receiving of LOI |  |
| B                                                          | Copy of Labour License before commencement of work if 20 or more contract workers are engaged.                                          | Immediately after issuance/ receiving of LOI |  |
| C                                                          | List of persons along with designation, Employee no, PF Account no, Insurance Cover etc.                                                | Immediately after issuance/ receiving of LOI |  |
| D                                                          | Copies of Appointment Letter to the persons engaged by the Service Provider.                                                            | Immediately after issuance/ receiving of LOI |  |
| E                                                          | Copies of Identity Card issued by the Service Provider of persons to be deployed in CENTRAL UP GAS LTD through the Service Provider.    | Immediately after issuance/ receiving of LOI |  |
| F                                                          | Copy of Provident Fund Registration Certificate issued by the concerned RPFC                                                            | Immediately after issuance/                  |  |

|                                                    |                                                                                                                                                                                                                                                                         |                                                 |  |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--|
|                                                    |                                                                                                                                                                                                                                                                         | receiving of LOI                                |  |
| G                                                  | Copy of ESI Registration Certificate issued by the concerned ESI office.                                                                                                                                                                                                | Immediately after issuance/<br>receiving of LOI |  |
|                                                    |                                                                                                                                                                                                                                                                         |                                                 |  |
| <b>Documents to be submitted with Monthly bill</b> |                                                                                                                                                                                                                                                                         |                                                 |  |
| <b>Sl No.</b>                                      | <b>Document</b>                                                                                                                                                                                                                                                         | <b>Periodicity</b>                              |  |
| A                                                  | Copy of labour license (applicable, if Service Provider is engaging more than 20 workers)                                                                                                                                                                               | With first bill                                 |  |
| B                                                  | Copy of (WC policy )                                                                                                                                                                                                                                                    | With first bill                                 |  |
| C                                                  | Copy of Contract Agreement                                                                                                                                                                                                                                              | With first bill                                 |  |
|                                                    |                                                                                                                                                                                                                                                                         |                                                 |  |
| D                                                  | Issuance and maintenance of Wage Slip in Form XIX under CL Act                                                                                                                                                                                                          | Every<br>month/ Regular<br>maintenance          |  |
| E                                                  | Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable                                                                                                                                                                      |                                                 |  |
| E.1                                                | Copy of PF Registration letter from RPFC                                                                                                                                                                                                                                | one time                                        |  |
| E.2                                                | Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance along with the details of employees showing PF Account no, contribution of employee and employer etc.                                                                   | Every month                                     |  |
| E.3                                                | Copy of ECR(Electronic challan cum return)                                                                                                                                                                                                                              | Every month                                     |  |
| F                                                  | Copy of wage register duly certified by authorized representatives of the Service Provider and Central UP Gas Ltd. certifying as " Certified that the amount shown in the column no.... has been paid to the workman concerned in my presence on (date) at.....(place)" | Every month                                     |  |
| G                                                  | If wages are paid through bank, copy of bank statement duly certified by Bank of previous month                                                                                                                                                                         | Every month                                     |  |
| H                                                  | Copy of Electronic Challan cum Return(ECR) for the proof of ESI contribution deposit/ remittance along with the details of employees showing ESI Account no.                                                                                                            | Every month                                     |  |

| Documents to be attached with Final Bills |                                                                                                                                                                                                                                                     |                    |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| S. No                                     | Document                                                                                                                                                                                                                                            | Documents attached |
| A                                         | Copy of labour License ( If, applicable)                                                                                                                                                                                                            | With Final bill    |
| B                                         | Copy of Work Order                                                                                                                                                                                                                                  | With Final bill    |
| C                                         | Copy of Work Completion Certificate                                                                                                                                                                                                                 | With Final bill    |
| D                                         | EPF Challans                                                                                                                                                                                                                                        | With Final bill    |
| E                                         | Copy of ECR                                                                                                                                                                                                                                         | With Final bill    |
| F                                         | Undertaking from Service Provider regarding disbursement of wages to all the contract worker deployed through him.                                                                                                                                  | With Final bill    |
| G                                         | No dues certificate from the Service Provider.                                                                                                                                                                                                      | With Final bill    |
| H                                         | Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying Central UP Gas Ltd from all the liabilities w.r.t the persons engaged by the Service Provider regarding payment of wages, Provident fund, Insurance and other payments etc. | With Final bill    |

**27) The following guidelines will be implemented:**

- i) 8 hrs. duty schedule will be ensured, and leave / weekly offs will be ensured as per statutory norms.
- ii) Wage register shall be maintained for all workforces with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated.
- iii) The Service Provider will make good liaison with the local police authorities and statutory authorities.
- iv) The workforces on duty at each installation shall keep with them all important telephone numbers like nearest police station , nearest fire station, numbers of concerned CUGL control room, EIC-officer / residence telephone number, security control room numbers, addresses etc. so that they could inform and contact in case of any emergency.
- v) Attendance in attendance register and biometric machine shall be maintained.

**28.) Insurance & Liabilities:**

The Service Provider agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and 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 also from all claims, 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 whether brought by employee of the Service Provider, by third parties or any state/central Government, State Government or Local Authority for the following Act(s) and Liability(s):

- ix) The Employees State insurance Act 1948.
- x) The workmen compensation Act 1923
- xi) Any other insurance required under law or regulations or by owners
- xii) Accident or injury to workmen
- xiii) Damages to property or to any person or any third party
- xiv) The Service Provider shall take insurance under workmen compensation Act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work, if awarded.
- xv) Inter-State Migrant Act etc.
- xvi) Wherever ESI hospital / coverage are not available, instructions/ directions of CUGL/ EIC will be implemented by the Service Provider.

Further, the Service Provider shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees and shall keep CUGL indemnify.

**29) Mobilization period:**

All workforces as specified in the scope of work shall be deployed as per the requirement and approval of EIC within 15 days from placement of Order /FOI.

Service Provider has to ensure the safety of man, machine, equipment & fixtures all the time. Damages of any items due to negligence will be recovered as per the decision of Officer-in-Charge, which will be final and binding on the Service Provider.

**30) Compliance of Various Labour & Industrial Laws:**

- i) The Service Provider's firm/concern should be an independent establishment having its own registration for Provident Fund Account Numbers with the Regional Provident Fund Commissioner (RPFC) under the Employee's Provident Funds & Misc. Provisions Act 1952. The Service Provider will submit the proof of depositing the employees as well as employer's PF contribution periodically. All incidental expenses such as Administrative Charges etc. shall be the Service Provider's liability.
- ii) It shall be the sole liability of the Service Provider (including the firm/ company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislation including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the offices of respective Labour Commissioners. No work shall be allowed without a proper Labour License, if applicable, License should be obtained for maximum number of persons to be deployed on any one

day. The Service Provider shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to make in respect of the Contract and the personnel employed for rendering services to Central UP Gas Limited and shall deposit these amounts on or before the prescribed dates

- iii)** The Service Provider shall discharge obligations as provided under various applicable statutory enactment including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time. The Service Provider should maintain proper records, etc. as required under the legislature and produce the same for inspection whenever asked for.
- iv)** The Service Provider shall be responsible for providing leave with wages/ compensatory holidays as per the relevant act applicable.
- v)** The Service Provider shall ensure payment of bonus to its employees, under payment of Bonus Act 1965 which shall in no case will be less than the minimum bonus prescribed under the Act from time to time.
- vi)** The Service Provider shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The Service Provider shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- vii)** The Service Provider shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- viii)** The Service Provider should have separate ESI code allotted under the employees State Insurance Act 1948. In case ESI is not applicable, Service Provider before commencement of work shall submit insurance policy under workmen's compensation Act, 1923 covering all his employees to be deployed for execution of the Contract.
- x)** The Service Provider shall ensure regular and effective supervision and

control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

4) **Termination of Contract:**

- CUGL reserves the right to terminate the contract without assigning any reason whatsoever with 1-month prior notice to the Service Provider.
- CUGL may even terminate the contract by severing the notice period, to rectify the job within the given notice period, if the performance of Service Provider is not UP -to the level of satisfaction of EIC and contract conditions are not adhered.
- In any case, Service Provider shall ensure timely completion of job as per standard/satisfaction of EIC. If the Service Provider fails to complete the job up to the desired level of standard/satisfaction, no claim will be entertained for the same. Even, it may lead to recover the loss of CUGL through Service Provider bills/security deposit.

5) **Safety Code**

All necessary Personnel Safety Equipment's (PPE's) as considered adequate shall be present at site for the use of the persons / workers on the site. These equipment's shall be maintained in conditions suitable for immediate use. The SERVICE PROVIDER shall take adequate steps to ensure proper use of equipment by those concerned.

NOTWITHSTANDING the above the SERVICE PROVIDER shall take any other safety measure(s) not mentioned herein but required for the safe and sound completion of the undertaken work and there is nothing in these to exempt the SERVICE PROVIDER from the operations of any other Act or Rule in force in the Republic of India.

6) **Discipline & Welfare of the personnel:**

Discipline & Welfare of the personnel shall be the sole responsibility of the Service Provider and any indiscipline / misconduct of the personnel shall be promptly attended by him as desired by this Organization.

7) **Service Provider to obtain his own Information:**

The Service Provider while quoting his rate shall independently obtain all necessary information for the purpose of preparing his tender. The Service Provider shall be deemed to have examined the Tender Documents, obtained his own information on all matters whatsoever relevant to carry out the works. Any error in description or quantity of any other aspect in the scheduled rates or omission there from shall not vitiate the contract or release the Service Provider from executing the works as per the contract at the quoted/accepted rates.

Any neglect or failure on the part of Service Provider in obtaining necessary information shall not relieve him from the liability or the responsibility of completing the work at the scheduled rates and time in accordance with the contract documents. The Service Provider hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.

### **35) OTHER OBLIGATIONS OF THE SERVICE PROVIDER**

#### **1 SUPPLY AND SALE OF CNG**

- 1.1. The CNG shall be sold by CUGL at the Retail Price of CNG fixed by CUGL, from time to time. The Service provider agrees to dispense the CNG to the Vehicles at the Outlet and collect, on behalf of CUGL, the Retail Price. CUGL may, at any time, revise the Retail Price and such revised Retail Price shall be binding UP on the Service provider with effect from such time and from the date of communication thereof by CUGL to the Service provider.
- 1.2 CUGL agrees to have full control over the supply of CNG to the Outlet and the sale thereof to the Vehicles. The Service provider agrees to be responsible for the maintenance of the Outlet in the manner prescribed by CUGL. The Service provider agrees to have full control over and to be completely responsible for all employees, workers and other personnel employed by the Service provider at the Outlet.
- 1.3 CUGL agrees to be within its right and liberty to refuel CNG in the Cascades (Bunch of CNG cylinders mounted on Vehicle) at Site for catering to its requirement at other outlets or for any other business purpose in addition to the refueling of CNG in the Vehicles by the Service provider. The decision of refueling of cascade at the Site, as above, by CUGL can be done either on regular basis or intermittently as may be decided by CUGL at its sole discretion. No prior / post consent, oral or written, shall be required by CUGL from the Service provider for this purpose.

#### **2. OBLIGATIONS OF CUGL**

- 2.1 CUGL agrees to install on the Site, at its own cost, the Equipment's for supply of CNG. CUGL agrees to be responsible for maintaining the Equipment's in proper working condition. All repairs to and replacement of any defective Equipment's agrees to be undertaken by CUGL at its own cost, same in the case of any damage to the Equipment's on account of negligence by the Service provider or any of its employees or agents in which case the Service provider agrees to pay the cost of repairs and replacement to CUGL. CUGL agrees to be responsible for effecting and maintaining necessary insurance coverage over the Equipment's.

- 2.1 CUGL agrees to supply Natural Gas through its pipeline up to the site for compression to make CNG to be dispensed to the vehicles or to supply CNG from its mother station to the site for re boosting in order to dispense the CNG to the vehicles/cascades on the Site. CUGL agrees to make available adequate quantity of CNG at the Outlet at its sole discretion.
- 2.2 CUGL agrees to be liable for payment of taxes under provisions of applicable taxation laws on the CNG sold at the Outlet and agrees to be responsible for all matters relating to applicable taxes including filing of returns and complying with applicable procedures and formalities under the applicable laws related with CNG sold.
- 2.3 Any shutdown or breakdown arises for maintenance of equipment. CUGL shall try its best to carry out the maintenance of equipment (Compressor/dispenser/cascade/Gen set/Electricity etc.) with minimum possible time as per OEM recommendations. Service provider shall not force CUGL to run the equipment without proper maintenance for safe and smooth working of equipment. If any equipment or station gone under long breakdown or shutdown or closed as per business requirement of CUGL, CUGL shall not be liable to pay any amount to service provider for said CNG station.

### 3. **OBLIGATIONS OF SERVICE PROVIDER**

- 3.1 The Service provider agrees to ensure that the Site is at all times kept free from any encroachment.
- 3.2 The Service provider agrees to provide, inter-alia at its own cost, the following additional facilities:
  - (i) The Service provider shall be responsible to Operate the Equipment's including storage tank/ cascades, meter and check meter, dispensers and other fixture including pipeline and all equipment's and accessories/ auxiliaries there to, at the CNG station as per the guidelines/ instructions provided by CUGL.

Service provider shall Employ or make available adequate and trained personnel (including dispensing operators, supervisors, account clerks etc.) to carry out the operations as specified dispensing the CNG to Vehicles. Tentative manpower to be deployed at respective station are being given in the tender document.

- (ii) Maintenance and UP keep of the Outlet (excluding the Equipment), as per the norms prescribed by CUGL.
- 3.3 The Service provider agrees to provide, at its own cost, uniforms to its employees at the Outlet and agrees to ensure that its employees while on duty wear such uniforms. To enable CUGL to maintain the identity of outlets of CUGL, the Service provider agrees to follow the dress code prescribed by CUGL for the uniforms.
- 3.4 The Service provider agrees to be responsible for ensuring that its employees conduct themselves in a proper manner and are courteous to customers. The Service provider agrees not to engage or employ any person with a criminal record/ background.
- 3.5 The Service provider agrees to be responsible for maintaining harmonious relations with its employees and workers and agrees to inform CUGL of any stoppage of work or other labour dispute whether actual or threatened and which is likely to affect the sale of CNG by CUGL at the Outlet.
- 3.6 The Service provider agrees to remove any employee or worker who is found guilty of misconduct or negligence while on duty or whose conduct is not in order in line with the direction from EIC.
- 3.7 The Service provider undertakes to take due care of the Equipment's and agrees to ensure that the same are operated by properly trained staff in a prudent manner. In case of any breakdown in or damage to or defect in the Equipment, the Service provider agrees to immediately notify in writing to the EIC of the same and not to operate the Equipment's till clearance is given by CUGL.
- 3.8 The Service provider undertakes that the Equipment's will remain the property of CUGL and/or its successors or assigns, and that the Service provider is authorized only to use the Equipment's at the discretion of CUGL to facilitate operations regarding dispensing of CNG. The Service provider agrees to have no charge or lien of whatsoever nature over the equipment's for his claims including commission or damages.
- 3.9.1 The Service provider agrees to take due care of and take appropriate measures for the protection of CUGL Signage(s).
- 3.9.2 The Service provider agrees to follow the safety procedures, from time to time, specified by CUGL in operating the Outlet and handling of CNG. Specifically, the Service provider agrees to comply with and observe the Safety Code of Practice NZS: 5425 of New Zealand and OISD 179, notified by CUGL to the Service provider for ensuring safe

refueling of Vehicles with CNG. In addition, the Service provider agrees to also ensure full and strict compliance with the guidelines, norms, rules, stipulations etc. as may be prescribed by Chief Controller of Explosives (CCOE) Nagpur, Chief Fire Officer (CFO), Gas Cylinder Rules and any other statutory authorities from time to time in respect of safe handling, storage and Sale of CNG at the Site.

- 3.9.3 The Service provider agrees to ensure compliance with all such safety guidelines/ directives given by CUGL from time to time which will include but not be limited to checking of metallic compliance plates ( fitted on body of the vehicle signifying make of CNG conversion Kit, CNG cylinder, validity thereof etc.) endorsement in RC book ( Issued by Regional Transport Office) of the Vehicle and witnessing genuineness of cylinder prior to filling CNG in the Vehicle etc.
- 3.9.4 The Service provider agrees to obtain all statutory approvals of concerned authorities for providing various services such as provision of utilities, personnel and infrastructure for dispensing of CNG and maintenance services relating to the Outlet.
- 3.9.5 The Service provider agrees to promptly inform the EIC of any additional requirement for CNG at the Outlet. In addition to the aforesaid, the Service provider agrees to, if required by CUGL give to CUGL periodical reports relating to the requirement for CNG at the Outlet.
- 3.9.6 The Service provider agrees not to cause any hindrance in allowing CUGL or its Service Provider to refuel the cascades (Bunch of CNG Cylinders mounted on Vehicle) at the Site in addition to the refueling of CNG in Vehicle.
- 3.9.7 The Service provider agrees to ensure availability of power to run the CNG outlet.
- 3.9.8 Lesioning with legal metrology (W&M) for timely stamping of CNG dispensers is sole responsibility of service provider. CUGL scope shall be limited to facilitate for checking of dispensers and deposition of stamping fees.
- 3.9.9 Lesioning with electricity department in case of failure of power supply shall be the responsibility of service provider.

#### **4 TITLE AND OWNERSHIP**

- 4.1 It is agreed that the Equipment's will be the absolute property of CUGL and shall not be deemed to be in the possession of or to the order or disposition or control of the Service provider. The Service provider shall not have any right

of ownership or otherwise, interest & title or any lien in or over the Equipment, whatsoever.

## **5 CONFIRMATIONS BY THE SERVICE PROVIDER**

5.1 The Service provider confirms that the EIC or other authorized officers or representatives of CUGL agrees to have right to enter up on the Site for the purpose of taking meter readings on the CNG dispensers to calculate the quantity of CNG sold and the Service provider or any of his representatives or the employees agrees to not obstruct CUGL or their Authorized officers/employees to enter up on the site for the above purpose.

5.2 The Service provider confirms that CUGL and its authorized officers or representatives with or without workmen shall have right to enter up on the Site for the purpose of inspection of the state and conditions of the Equipment's, Signage(s) and for verification that all Safety Procedures are being duly followed by the Service provider. The Service provider further confirms that CUGL shall at its sole discretion and liberty may replace, repair, modify, alter or take away partially or whole any of its Equipment's from the Site at any time without prior notice to the Service provider. The Service provider shall not, without the prior written consent of CUGL, adjust, repair, clean, replace or remove any of the Equipment's or their parts and/or alter any identifying markings on the Equipment's and signage(s).

5.3 The Service provider confirms that the LCV mounted mobile cascades of CUGL shall have the right to enter up on the Site for the purpose of refilling of cascades from the LCV filling point which will then be dispatched to other CNG dispensing stations.

5.4 The Service provider confirms that the Equipment's are the property of CUGL and that he agrees not to claim any right, title, interest or lien whatsoever over the Equipment's.

5.5 The Service provider confirms that in the event of any stoppage of the work or other labour dispute whether actual or threatened, CUGL shall with due notice of three (3) days have right to get the dispensing of CNG at that outlet either through itself or through any other agency at the cost of the Service provider.

5.6 The Service provider confirms that CUGL shall be entitled to keep the Outlet open on all days in a month unless the Outlet is required to be kept closed on any day by order of the Government or any competent authority or by EIC

## **6 REPRESENTATIVES AND WARRANTIES**

### **6.1 Representations by the SERVICE PROVIDER**

The Service provider confirms, represents, warrants and covenants to CUGL that:

- a. The Service provider has obtained/commits to obtain all licenses, registrations or approvals of the concerned authorities in its name, if any required, for providing the services under this Contract;
- b. There is no restriction or impediment preventing the Service provider from providing the site and the services under this Contract.
- c. The Service provider represents/ warrants that there are no pending or threatened investigations, litigation or proceedings affecting the Service provider that (a) may have a material adverse effect on the Service provider's business, condition (financial or otherwise) or on the results of the Service provider's operations or its ability to perform its obligations under this Contract, and/or (b) purports to effect the legality, validity or enforceability of this Contract.
- d. Service provider has agreed to be responsible in their personal capacity for the acts of commission and omission arising out of this Contract and incidental thereto, in addition to the breach of any of the terms and conditions of this Contract.

### **6.2 General Representations:**

Each party represents and warrants to the other party that:

- a. They have the necessary power to enter into and perform their respective obligations under this Contract;
- b. All actions, conditions and things required to be taken, fulfilled and done in order to (i) enable them to lawfully enter into and perform their obligations under this Contract; (ii) ensure that those obligations are legally binding and enforceable; have been taken, fulfilled and done.
- c. The authorized signatory of the party executing this Contract

is validly in office and duly authorized to execute this Contract and execution by such authorized signatory will bind the respective party;

- d. The execution and delivery of this Contract and performance hereunder will not result in a breach of any other Contract entered into by the party or will not conflict with any other, judgment, rule or regulation by which the party is bound.
- e) The representations and warranties referred to hereinabove and elsewhere in this Contract or given pursuant hereto agree to continue to have full effect during the period of this Contract.

## **7 BILLING AND PAYMENTS**

- 7.1 Any Bills to be issued to customers at the Outlet shall be Bills of or in the name of CUGL. The Bills shall be printed by CUGL and shall bear the name of CUGL registration number. CUGL shall, from time to time, make available to the Service provider adequate Bill books to enable the Service provider to prepare and issue the Bills at the Outlet to the customers, as part of its obligations and services to be rendered under this Contract.
- 7.2 All taxes, duties and cesses payable or levied on sale of CNG shall be to the account of and paid by CUGL. It is clarified that the sale of CNG will be affected by CUGL and the Service provider has agreed to provide the Site and the services hereunder to facilitate the sale of CNG by CUGL.
- 7.3 The CNG shall be sold to the Vehicles at the Retail Price fixed by CUGL
- 7.4 The Service provider agrees to pay to CUGL on daily basis, the aggregate Retail amount collected by the Service provider on the Previous day. CUGL may, at its discretion, increase the frequency or alter the period for payment of the Retail Amount.
- 7.5 The Service provider agrees to deposit the aggregate of Retail amount collected from consumers to the designated bank agency notified by CUGL Gas on next working day at the CNG station itself. If bank informs about the fake /shortage

/mutilated notes after the collection of cash from service provider, then same will be recovered form service provider in their commission bill /regular bill.

7.6 CUGL agrees to, from time to time, review the collection of Retail Price and billing system and may, in its sole discretion, alter the period for payment or manner of payment of the Retail Price by the Service provider to CUGL.

7.7 Without prejudice to the right of CUGL to adjust the cash deposit and/or invoke the bank guarantee, in case of any delay by the Service provider in the payment of the aggregate Retail Price collected by the Service provider, the Service provider agrees to pay to CUGL Delayed Payment Charges (DPC) at the rate of 16% (sixteen percent) per annum on the amount unpaid from the due date of payment until date of actual payment and/or realization. Such Delayed Payment Charges shall be compounded monthly.

7.8 The Service provider shall enclose with the invoice and send to CUGL a statement showing the quantity of CNG sold at the Outlet during the said fortnight. Such statement shall be based on the meter readings on the CNG dispensers and shall be accompanied by the counterparts of the Bills given by the Service provider.

7.9. In consideration of the services rendered by the Service provider to CUGL, CUGL agrees to pay service charges to the Service provider at the rate on a monthly basis. The Service provider agrees to, on the last day of every month during the tenure of the contract, send to the EIC of CUGL an invoice for the service charges payable by CUGL to the Service provider. The said service charges as per the invoice agree to be paid within fifteen (30 ) business days from the date of receipt of the invoice by the EIC, provided that the invoice is supported by all requisite details/ documents and is duly verified by the EIC. The payment of service charges shall be subject to tax deduction at source as per applicable law at the time of payment. Any Tax, Cess, levy due etc. payable in respect of the Site will be borne by the Service provider. The taxes (including VAT), duties and cases payable or levied on sale of CNG shall be paid by CUGL.

7.9 The Service provider hereby represents & confirms that the Service provider has fully evaluated the proposal in respect of payment of all-inclusive Service Charges and has found the same commercially feasible and commensurate to their business strategy to recover cost and gain reasonable return.

7.10 It has been expressly and unambiguously agreed by the Parties, that no separate charges, costs, fee of whatsoever nature, shall be payable by CUGL to the Service provider in respect of refueling the CNG in the cascade (Bunch of CNG Cylinders mounted on vehicles) at Site. Consideration as agreed covers towards all services provided herein including refueling of CNG in the cascade by CUGL at the Site.

7.11 In case of any discrepancy in the amount of service charge paid or payable to the Service provider, the Service provider agrees to lodge a claim with the EIC within 30(thirty) days from the date of receipt of the payment from CUGL and to the extent such claims are accepted by CUGL, CUGL agrees to issue a credit note in favour of the Service provider. The amount stated in the credit note shall be added to the service charge payable for the next month after issuing the credit notes.

7.12 Service Provider has to ensure the safety of Operating Installed Operational Dispensers all the time. Any type of accidental damage or mishandling damage would not be repaired by CUGL. Breakaway, vent tube broken and hose pulling issues would not be repaired by CUGL ( Direct/or indirect) shall be treated under mishandling case and negligence of CNG operation of deployed team staff. Cost of the same shall be recovered as per the decision of Officer-in-Charge, which will be final and binding on the Service Provider either running bill or Bidder provide same specification of material from respective OEM without delay. Dispenser operation guidelines and Safety SOP to be followed by bidder deployed staff.

7.13 Bidder has ensured during operation of CNG forecourt any type of damages under operation of Public toilet, repairing cost ( Bath basin, Door, Glass, Mirror, Weston Toilet etc ) shall be borne by bidder. All public toilets must be functional round-the-clock operation.

## **8 LIABILITY / INDEMNITY**

8.1 CUGL agrees not to be liable in any manner whatsoever (including for any loss or injury caused) to the employees or agents of the Service provider during the course of their employment with the Service provider or thereafter and the Service provider agrees to be solely liable to his employees or agents.

8.2 The Service provider agrees to be liable for the safety and security of the equipment's installed on the Site and shall ensure that, at all times, the Safety Procedures are duly followed.

8.3 The Service provider agrees to be liable for any unauthorized act of the Service provider or its employees or workers and agrees to ensure that its activities are in conformity with the terms and conditions of this Contract.

8.4 The Service provider agrees to indemnify and keep indemnified, save harmless and defend CUGL from and against any loss, damage, claim, action, proceedings, costs, charges and expenses that may be suffered or incurred by CUGL on account of any damage or injury to the person or property of any third party caused by any negligence or default of the Service provider or any of its employees or agents in following the Safety Procedures or otherwise howsoever or on account of any acts done or performed or caused to be done

or performed by the Service provider, its employees or agents in the course of its/their activities under this Contract.

- 8.5 The indemnity provisions herein contained agrees to survive the expiry or termination of this Contract and to the claims made thereafter for the period during which the Contract was subsisting.

## **9. FORCE MAJEURE**

- 9.1 Neither party agrees to be liable to the other for any delay in or failure of their respective obligations under this Contract caused by occurrences beyond the control of either party including fire, flood, acts of God, acts of public enemy, war insurrections, riots, any law, statute, ordinance, order or regulations of the Government or any compliance therewith or due to stoppage of gas supply by up stream suppliers of CUGL due to any reason, whatsoever.

- 9.2 The party affected by force majeure conditions agrees to promptly notify the other party of the commencement and cessation of such contingency. If such contingency continues beyond six months this Contract shall be terminated unless both parties agree up on any alternate arrangement.

## **10 CONFIDENTIALITY**

- 10.1 All information and other material supplied to or received by either party from the other party, which is by its nature intended to be exclusively for the knowledge of the recipient or is marked "Confidential" and any information concerning the business transactions or the financial arrangements of the parties hereto or sale of CNG or operation of the Outlet shall be kept confidential by the recipient unless or until compelled to disclose the same (i) by judicial or administrative process, or (ii) by law, or unless the same is in, or (iii) is a part of public domain, or (iv) is required to be furnished to any regulatory or other authority having jurisdiction over the recipient, and in such cases the confidentiality obligations shall cease to the extent required under the foregoing circumstances.
- 10.2 The Service provider agrees to indemnify and keep indemnified, saved harmless and defend CUGL from and against any loss or damage that may be suffered or incurred by CUGL as a result of any disclosure by the Service provider, its employees or agents of any confidential information.
- 10.3 The confidentiality obligations agree to survive even after the termination of this Contract.

## **11 TERM / TIME PERIOD OF CONTRACT**

- 11.1 This Contract shall come in force with effect from the date of LOA and shall remain in force for a period of **Two (02)** years, unless earlier terminated in the events hereinafter mentioned.

## **12      TERMINATION**

### **12.1      Events of Termination**

12.1.1 CUGL, at any time, without assigning any reason, by notice in writing of not less than one month be entitled, to terminate this contract and on expiry of such notice this contract shall terminate.

12.1.2 CUGL may, at any time, by written notice, immediately terminate the contract , if :

- a. The Service provider fails to pay to CUGL any sum due by it under this Contract within the due date thereof;
- b. The Service provider fails to comply with any of its obligations or undertaking or commits any breach of the covenants or conditions or on its part to be observed, performed or fulfilled;
- c. Any representation or warranty by the Service provider given herein or in pursuance of this Contract is found to be incorrect;
- d. The Service provider ceases to carry on its business or suspends all or substantially all of its operations;
- e. The Service provider is unable to pay either the debts of the Service provider or the debts of the Partners or becomes unable to pay the debts as and when due or makes any composition or arrangement with or for the benefit of the creditors of the Service provider;
- f. A liquidator, receiver, administrator or any encumbrance takes possession of or is appointed over the whole or any part of the assets of either the Service provider or the partners;
- g. In the event of the Service provider or any of the partners declared insolvent.
- h. Any attachment or distress is levied against any of the assets of either the Service provider or the partners and the same is

not raised within thirty (30) days;

- i. There is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines which prevent the sale of CNG;
- j. Any consent, approval, license or permission required for sale of CNG at the Outlet is suspended, cancelled or withdrawn or expires and is not renewed.

k) The Service provider is unable to follow the direction of EIC given from time to time.

## **12.2 Effect of Termination**

12.2.1 On the termination of this Contract, the Service provider agrees to forthwith pay to CUGL the Retail Price for all CNG sold at the Outlet from the date of the last payment till the date of termination of this Contract.

12.2.2 On termination of this Contract in any of the events specified, the Service provider also agrees to pay to CUGL any loss, damages, cost, charges and expenses incurred by CUGL on account of such premature termination.

## **12.3 Obligations to survive termination**

12.3.1 The termination of this Contract in accordance shall be without liability on the part of the party terminating and shall not affect any rights or obligations arising or accruing prior to such termination and shall not affect any claims, which a party may have against the other for any antecedent breach.

## **13 RELATIONSHIP**

13.1 Nothing contained in this Contract shall constitute a partnership or joint venture between the parties.

13.2 Notwithstanding anything herein contained, no relationship between employer and employee shall be deemed to be created between CUGL and the Service provider or CUGL and the employees, workers personnel, or representatives of the Service provider. CUGL shall not be liable in any manner to the employees, personnel or representatives of the Service provider or for acts of such employees, personnel or representatives of the Service provider.

- 13.3 During the term of this Contract, the Service provider shall not hold itself out as an agent of CUGL. It is clearly understood that this Contract is on principal-to-principal basis and CUGL shall not be liable for the acts of commission or omission of the Service provider or its employees, personnel or representatives.

#### **14 PREVALENCE OF CONTRACT**

- 14.1 In the event of inconsistency between the provisions of this Contract and any other earlier document or writing between the parties hereto, the provisions of this Contract shall prevail.

#### **15 BENEFITS OF THIS CONTRACT**

- 15.1 This Contract and the respective rights and obligations of the parties hereto under this Contract shall ensure to the benefit of and be binding on their respective successors.

#### **16 ASSIGNMENT**

- 16.1 The Service provider agrees not to assign this Contract or all or any of its rights or obligations hereunder to any person, without the prior written consent of CUGL. CUGL may, without the prior consent of the Service provider, assign all or any of its rights and obligations under this Contract to any person / firm.

#### **17 ALTERATION**

- 17.1 Any alteration or amendment to this Contract shall be affected only by an instrument in writing signed by both parties hereto.

#### **18.0 NOTICES**

- 18.1 All notices, demands or other communications required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below or to such address or facsimile number as any party may from time to time notify to the other parties:  
To CUGL: To the Service provider
- 18.2 Any notice or communication addressed to CUGL shall be marked for the attention of the EIC

#### **19.0 COSTS AND EXPENSES**

- 19.1 All costs and expenses incurred by the parties in obtaining all necessary approvals, permissions, sanctions or consents of the concerned authorities for the

execution of and performance of the transactions contemplated by this Contract shall be borne by the respective parties incurring the same

## **20.0 PARTIAL INVALIDITY**

20.1 The illegality, invalidity or unenforceability of any provision of this Contract under the law of any jurisdiction to which any party hereto is subject shall not affect the legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of the other provisions hereof

## **21.0 FURTHER ACTS**

Each of the parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, Contracts and deeds and do all further acts, deeds matters, and things as may be required to give effect to the provisions of this Contract

## **24.0 TIME ESSENCE**

Any time, date or period mentioned in any provision of this Contract may be extended by Contract between the parties hereto but as regards any time, date or period originally fixed or extended as aforesaid, time shall be of the essence

## **25.0 CONTRACT PERFORMANCE BANK GUARANTEE**

30.1 GCC clause shall stand modified to the following extent:

30.1.1 Within 21 days of the award of LOI, the successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) in the form as provided in the tender documents.

30.1.2 The successful contractor shall furnish CPBG within 21 days from the date of award of LOI, an unconditional contract cum equipment performance Bank Guarantee from a Indian nationalized  
/ Scheduled commercial bank or any international bank of repute having a branch in India for due Performance of the contract for a sum equivalent to as mentioned below. This Contract-cum-Equipment Performance Bank Guarantee shall be drawn in favor of the Owner and shall be initially valid for a period adequate to cover up to 90 days after Defect Liability Period

| <b>Sr<br/>N<br/>o</b> | <b>Station Name</b> | <b>Minimum CPBG Amount against contract</b> |
|-----------------------|---------------------|---------------------------------------------|
|-----------------------|---------------------|---------------------------------------------|

|          |                                     |                                                                                                                             |
|----------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 1        | Rohilla CNG Station,<br>Bareilly GA | <b>10% of the Annual Contract price excluding taxes (there shall not be any upper ceiling for security deposit amount).</b> |
| Sr<br>No | Station Name                        | Minimum CPBG Amount against Cash Security                                                                                   |
| 1        | Rohilla CNG Station,<br>Bareilly GA | 6817KG x2 days x R.S.P OF CNG shall be considered during LOA Award date =                                                   |
| 2        | Dohra CNG Station,<br>Bareilly GA   | 3510 KG x2 days x R.S.P OF CNG shall be considered during LOA Award date =                                                  |

24.1.3 No interest shall be payable by the CUGL on the security deposit.

24.1.4 All compensation or other sums recoverable from the contractor may be deducted from the security deposit and in the event the security deposit is reduced for the aforesaid reasons, the contractor shall be responsible for making good the shortfall.

24.1.5 The Security Deposit shall be made up of Initial Security Deposit and retention moneys of a sum equal to 10 % (ten percent) of the gross value of each bill up to and until the recovery of full Security deposit is achieved.

24.1.6 If the Earnest Money Deposit has been made in by Demand Draft or Bankers Cheque or NEFT or net banking, the contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above By Bank Guarantee(s) in the prescribed form, from a Scheduled Bank in India acceptable to CUGL, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period/ Guarantee Period.

24.1.7 The vendor also can deposit the full SD amount by DD or Bankers cheque or Bank Guarantee (if the amount of SD is higher than Rs. 1lac) initially itself in which case no ISD will be required to be furnished, and no deductions shall be made from running bills.

24.1.8 The CPBG shall be released within 90 days after the expiry of defect liability period.

24.1.9 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

24.1.10 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 CPBG suitably extended to cover the period of delay.

24.1.11 The proceeds of the CPBG 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.

24.1.12 The Contract Performance Guarantee shall be denominated in the currency of the Contract Agreement.

24.1.13 The Contract Performance Guarantee shall be submitted in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in India in the form provided in the bid documents.

24.1.14 Contractor shall submit a written request to the owner for release of CPBG on completion of performance obligations.

24.1.15 Please note the following:

Claim period 30 days more than the validity of the CPBG

Address of Bank (Issuing Branch as well as Kanpur Branch), Contact Person name (Issuing Branch as well as Kanpur Branch)

Telephone Numbers of contact persons of bank (Issuing Branch as well as Kanpur Branch) Email address of contact persons of bank (Issuing Branch as well as Kanpur Branch)

***24.1.16 "In case SD is not received within 21 days from PO/LOI. Beyond 21 days, INR 5,000/- per week subject to max. of 110% of SD value is to be submitted. Out of this submitted the additional value subject to max. of 10% of BG value (as applicable) is nonrefundable and will be forfeited on account of delay"***

24.1.17 "Bidder shall ensure transmission of SFMS Copy of Performance Bank Guarantee to CUGL Banker as per bank details provided by CUGL

## **24.0 COMPLIANCE TO INSURANCE POLICY PROVISIONS (IF APPLICABLE FOR THE TENDER):**

24.2 The contractor is required to submit a copy of EAR policy for a value of 1.5 times the value of free issue material before taking over from the company for erection, testing and commissioning and the same shall be valid till successful commissioning of the machine and field performance test (FPT).

24.2 Further, the contractor shall ensure valid workmen compensation policy for all the workmen, before deployment at site.

24.3 In the absence of above insurance policies, no material/equipment shall be issued to contractor, and no contract manpower shall be deployed.

24.4 The requisite insurance shall be submitted by the contractor within 10 days from the date of placement of LOA. In case of delay beyond the above-said period, a penalty at the rate of Rs.5,000/- per each day of delay shall be imposed on the contractor.

**25 Price Reduction Schedule (PRS):**

25.1. GCC clause shall stand modified to the following extent:

Price Reduction will be applicable @ ½ % of the total order / contract value per week of delay or part thereof in supply / completion of work subject to a maximum (ceiling) of 5% of total order / contract value for orders of materials, works, and service contracts.

The value referred in PRS Clause shall be excluding taxes and duties.

**SCOPE OF WORK FOR FORECOURT MANAGEMENT SERVICES TO BE PROVIDED BY SERVICE PROVIDERS AT Rohilla & Dohra CNG Station (Bareilly) :**

**The SERVICE PROVIDER shall remain responsible for: -**

- a) Dispensing Compressed Natural Gas (CNG) at the CNG stations. Safety & Security responsibilities of CNG Stations
- b) Operating and running the Diesel Generator or Gas Generator and other equipment.
- c) Filling of CNG in Natural Gas Vehicles through the dispensers as per the instruction / guidelines prescribed by the Company in line with PESO norms and Gas Cylinder Rules.
- d) Filling of LCV mounted mobile cascades for daughter & Daughter Booster Stations.
- e) Carrying out joint ticketing of dispenser reading with a CUGL representative on a fortnightly basis along with any dispenser reading jump report issued by the CUGL representative for that period. The same should reconcile with cash deposited for that period and this shall be the responsibility of the service provider.

- f) Cash Collection and issuing Cash Receipts to the Customers and deposit of cash with Company's Banker and submitting of cash deposit slip with the CUGL finance department on a daily basis excluding Bank holidays.
- g) In case of delay on account of the SERVICE PROVIDER'S failure, the SERVICE PROVIDER shall be liable to pay interest @ 16% per annum on such delay on the part of service provider and in case if it is not paid separately then the same will be deducted from the monthly bill of the SERVICE PROVIDER.
- h) Without prejudice to the right of CUGL to adjust the cash deposit and/or invoke the bank guarantee in case of any delay by the Service provider in the payment of the aggregate Retail Price collected by the Service provider, the Service provider agrees to pay to CUGL Delayed Payment Charges (DPC) at the rate of 16% (sixteen percent) per annum on the amount unpaid from the due date of payment until date of actual payment and/or realization.
- i) The SERVICE PROVIDER shall be required to maintain all records on account of sales both in terms of value and quantity and responsible for reconciliation under both heads. Any deficiency in cash collection and sale of CNG will be borne by the SERVICE PROVIDER.  
Maintenance of records in respect of usage, machine operations, daily log books, permit to work, LCV filling and dispatch records, dispenser wise sale records, drinking water, bill payment on time, law and order situation handling, FIR lodging, safe custody of tools, spares, manpower deployment only after proper training, maintenance of daily sales both in quantity and cash, customer complaints and grievances, horticulture and housekeeping, all personnel records with reference to their qualification, antecedent etc., details of attendance and wage payments, handing over of responsibilities to next shift personnel, muster roll format rooster and other records as required & specified by the Company/Factories department from time to time and other statutory requirement.
- k) Maintaining/Submission of reports / documents in CUGL approved formats at the frequency / duration as defined by EIC/ SIC.
- l) Providing proper and effective Customer service apart from forecourt supervision and regulating traffic movement in the CNG Station.
- m) Providing effective housekeeping services at the premises which includes the Forecourt, the Office Building, all Equipment's, cleaning of Overhead Water Storage Tank etc.
- n) **Septic tanks cleaning of both Stations must be adhered through authorized Nagar Nigam agency in the view of hygienic CNG Pump Operation. No extra cost shall be paid by CUGL. This cost is paid by the Contractor/ bidder.**

- o) Service provider shall also be responsible for providing good housekeeping services, as per the instructions of respective EIC. Purchase of items for housekeeping shall be in the scope of Contractor.
- p) To follow the instructions given from time to time, as considered necessary for forecourt management services at CNG Mother Station by EIC/SIC.
- q) Service provider shall also ensure the lube oil sale at station & operation of air inflator for free air to customer within their service charge.

r) **Gas Loss:**

Gas loss on account of operation of equipment and handling losses up to 0.5% of total actual CNG sales on monthly basis with respect to Gas discharge from compressor (Compressor outlet) will be absorbed by CUGL. Any losses beyond the ceiling as mentioned above will be borne by service provider and the same would be adjusted/recovered by the company (CUGL) on monthly basis for each location.

The losses on month-to-month basis will be calculated based on the actual CNG sales volume with respect to compressor discharge and the prevailing retail CNG selling price (at month end) of the COCO CNG station. Decision of EIC of CUGL in this regard shall be full and final & binding on the service provider.

However, if gas loss is due to the reason which is not directly attributable to service provider, service provider will be allowed to present their case. Decision of EIC of CUGL in this regard shall be full and final & binding on the service provider.

- s) **Station Garbage on daily basis to handover Nagar Nigam authorized agency and applicable charges shall be paid by contractor. No extra cost paid by CUGL.**

**Estimated Schedule of Rates (SOR) for Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years - Group (A) Kanpur Location**

| <b>Sr. No.</b> | <b>Item Description</b>               | <b>UoM</b> | <b>Quantity</b> | <b>Unit Rate (Rs.)</b> | <b>Total Amount (Rs.)</b> |
|----------------|---------------------------------------|------------|-----------------|------------------------|---------------------------|
| 1              | Makadikheda Mother Station Kanpur GA  | KG         | 38,03,110.20    | 2.80                   | 1,06,48,708.56            |
| 2              | Fazalganj Online Station Kanpur GA    | KG         | 42,67,032.50    | 2.80                   | 1,19,47,691.00            |
| 3              | Panki Mother Station Kanpur GA        | KG         | 18,14,334.70    | 2.80                   | 50,80,137.16              |
| 4              | Juhi Mother Station Kanpur GA         | KG         | 31,06,098.90    | 2.80                   | 86,97,076.92              |
| 5              | Chakeri Mother Station Kanpur GA      | KG         | 24,71,495.30    | 2.80                   | 69,20,186.84              |
|                | <b>Basic Total</b>                    |            |                 | <b>Rs.</b>             | <b>4,32,93,800.48</b>     |
|                | <b>GST</b>                            |            |                 | <b>18%</b>             | <b>77,92,884.09</b>       |
|                | <b>Grand Total (Inclusive of GST)</b> |            |                 | <b>Rs.</b>             | <b>5,10,86,684.57</b>     |

**Estimated Schedule of Rates (SOR) for Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years - Group (B) Bareilly Location**

| <b>Sr. No.</b> | <b>Item Description</b>               | <b>UoM</b> | <b>Quantity</b> | <b>Unit Rate (Rs.)</b> | <b>Total Amount (Rs.)</b> |
|----------------|---------------------------------------|------------|-----------------|------------------------|---------------------------|
| 1              | Rohilla CNG Station, Bareilly GA      | KG         | 51,25,702.30    | 2.60                   | 1,33,26,825.98            |
| 2              | Dohra CNG Station, Bareilly GA        | KG         | 26,39,169.00    | 2.60                   | 68,61,839.40              |
|                | <b>Basic Total</b>                    |            |                 | <b>Rs.</b>             | <b>2,01,88,665.38</b>     |
|                | <b>GST</b>                            |            |                 | <b>18%</b>             | <b>36,33,959.77</b>       |
|                | <b>Grand Total (Inclusive of GST)</b> |            |                 | <b>Rs.</b>             | <b>2,38,22,625.15</b>     |

# **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 or dispose-off any such materials without the express authorization of EIC of CUGL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, cold work, confined space, electrical isolation, work at heights and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should properly barricade the facility where work is in progress for safe working and reclaim the work zone after completion of work to promote safety consciousness.

### **3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'**

|                           |                                                    |
|---------------------------|----------------------------------------------------|
| IS: 2925 - 1984           | Industrial Safety Helmets                          |
| IS: 47701 - 1968          | Rubber Gloves for Electrical Purpose               |
| IS: 6994 - 1973 [Part-I]  | Industrial Safety Gloves [Leather & Cotton Gloves] |
| IS: 1989 - 1986 [Part-II] | Leather Safety Boots & Shoes                       |
| IS: 5557 - 1969           | Industrial & Safety Rubber Knee Boots              |

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| IS: 6519 - 1971  | Code of Practice for Selections, Care & Repair of Safety Footwear |
| IS: 11226 - 1985 | Leather Safety Footwear Having Direct Molding Sole                |
| IS: 5983 - 1978  | Eye Protectors                                                    |
| IS: 9167 - 1979  | Ear Protectors                                                    |
| IS: 3521 - 1983  | Industrial Safety Belts & Harnesses                               |

### **Guidelines for imposition of punitive fines**

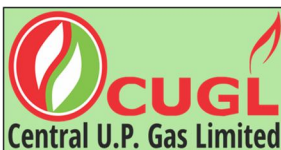
- 4.0 Punitive fines on contractors are imposed for violation of safety rules & regulations during execution of jobs. Objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

#### **Proposed guidelines for imposition are described below:**

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

# **SCHEDULE OF RATES (SOR)**

## **SECTION-VIII**



## Central U.P Gas Limited (Kanpur)

(A joint venture of GAIL (India) Limited and BPCL)

### PRICE SCHEDULE

**Name of Work:** Bid Document for Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years for GROUP (A) Kanpur Location

**Bid Document No:** CUGL/C&P/TEN/2627/31

|                                                    |  |
|----------------------------------------------------|--|
| Name of the Bidder/<br>Bidding Firm<br>/ Company : |  |
|----------------------------------------------------|--|

#### NOTE:

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

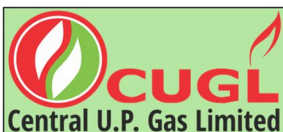
1. I/We have read the complete Tender Document including Schedule of Rates and understood the complete scope of work. We have gone through the M/s Central U.P. Gas Ltd. (CUGL) 's estimated rates mentioned in Schedule of Rates. We are submitting our prices in percentage as below and the same are binding on me/us till the completion of contract / order.

|   |                                                                                                                                      | Percentage quoted by<br>bidders (%)       |
|---|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 1 | I /We hereby agree to carry out the above work at %<br><b>ABOVE</b> the estimated rates mentioned in attached Schedule of Rates.     | To be quoted on CUGL's e-tender<br>portal |
| 2 | I /We hereby agree to carry out the above work at %<br><b>BELOW</b> the estimated rates mentioned in attached Schedule of Rates.     | To be quoted on CUGL's e-tender<br>portal |
| 3 | I /We hereby agree to carry out the above work at <b>AT PAR</b> with the estimated rates<br>mentioned in attached Schedule of Rates. | To be quoted on CUGL's e-tender<br>portal |

#### Note

1. This is a Percentage (%) tender. Bidders are requested to review the estimates and quote the % above or below or At Par in the respective SOR. Estimated per kg Rate is Rs 2.8. Bid shall be rejected if any bidder quoted the rates below Rs 1.4

Signature of the Bidder with Seal



## Central U.P Gas Limited (Kanpur)

(A joint venture of GAIL (India) Limited and BPCL)

### PRICE SCHEDULE

**Name of Work:** Bid Document for Forecourt Operation Services Contract for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 02 years for GROUP (B) Bareilly Location

**Bid Document No:** CUGL/C&P/TEN/2627/31

|                                                    |  |
|----------------------------------------------------|--|
| Name of the Bidder/<br>Bidding Firm<br>/ Company : |  |
|----------------------------------------------------|--|

#### NOTE:

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1. I/We have read the complete Tender Document including Schedule of Rates and understood the complete scope of work. We have gone through the M/s Central U.P. Gas Ltd. (CUGL) 's estimated rates mentioned in Schedule of Rates. We are submitting our prices in percentage as below and the same are binding on me/us till the completion of contract / order.

|   |                                                                                                                                      | Percentage quoted by<br>bidders (%)       |
|---|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 1 | I /We hereby agree to carry out the above work at %<br><b>ABOVE</b> the estimated rates mentioned in attached Schedule of Rates.     | To be quoted on CUGL's e-tender<br>portal |
| 2 | I /We hereby agree to carry out the above work at %<br><b>BELOW</b> the estimated rates mentioned in attached Schedule of Rates.     | To be quoted on CUGL's e-tender<br>portal |
| 3 | I /We hereby agree to carry out the above work at <b>AT PAR</b> with the estimated rates<br>mentioned in attached Schedule of Rates. | To be quoted on CUGL's e-tender<br>portal |

#### Note

1. 1.1 This is a Percentage (%) tender. Bidders are requested to review the estimates and quote the % above or below or At Par in the respective SOR. Estimated per kg Rate is Rs 2.60. Bid shall be rejected if any bidder quoted the rates below Rs 1.30

Signature of the Bidder with Seal