CENTRAL U.P. GAS LIMITED

(CITY GAS PROJECT IN KANPUR, BAREILLY & JHANSI)

BID DOCUMENT FOR RATE CONTRACT FOR HYDRO TESTING OF CNG CASCADES OF 3000 WL CAPACITY (STATIONARY/MOBILE) FOR CITY GAS DISTRIBUTION PROJECT OF M/S. CENTRAL U. P. GAS LIMITED, FOR THE PERIOD OF 03 YEARS

BID DOCUMENT NO : CUGL/C&P/TEN2627/32

THROUGH E-TENDERING MODE

OPEN DOMESTIC COMPETITIVE BIDDING

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IFB

(INVITATION FOR BID)

SECTION -I

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2627/32 **Date: 12.10.2026**

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.	**Project**	City Gas Distribution
2.	**Name of Work**	Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years.
3	**Scope of Work**	As per Tender Document
4.	**Contract Period**	As per Tender Document
5.	**Bid Validity**	120 days from the bid due date
6.	**Bid Security/EMD**	Group (A) : Rs. 75,500/- Group (B) : Rs. 22,200/-
7.	**Pre-Bid Meeting**	**17.10.2026; 11:30 Hrs.**
8.	**Bid Due Date with Time**	**26.10.2026 up to 15:00 Hrs.**
9.	**Type of Bid**	Two Bid System
10	**Basic of Evaluation**	Group Wise Basis

Bidders to quote for complete items as per SOR. Please note that Owner intents 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: 2026.10.12 13:24:22 +05'30'

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

BEC
(BID EVALUATION CRITERIA)

SECTION -II

(BID EVALUATION CRITERIA)

TECHNICAL CRITERIA

1.0: Group-A (Kanpur)

1.1 Service provider shall have experience of hydro testing of CNG cascades of at least 11 nos. (3000 WL or above capacity cascades) in India in last 7 years from the bid due date in single order.

1.2 Service providers shall have valid PESO approved facility for CNG cascade hydro testing work. The license should be directly issued to the bidder, and no subletting of hydro testing work shall be considered.

1.3 Service provider shall be required to submit the following supporting documentation and proof for the above-mentioned requirement of point 1.1 & 1.2 respectively:

- Work Order/ARC Order to be provided by bidder.
- Experience/Execution certificate /tax Invoice with proof of payment/any other document ensuring work execution with cross reference to the PO/WO
- Copy of valid CCOE License of hydro testing facility issued by PESO should be provided by bidder.

For running contract, if the actual executed Value/Quantity (for partially executed contract) is equal to or more than the value/quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed Value/Quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order / agreement and execution certificate from client should be duly certified/ attested by notary public with legible stamp.

2.0: Group-B (Jhansi)

2.1 Service provider shall have experience of hydro testing of CNG cascades of at least 1 no. (3000 WL or above capacity cascades) in India in last 7 years from the bid due date in single order.

2.2 Service provider shall have valid PESO approved facility for CNG cascade hydro testing work. The license should be directly issued to the bidder and no subletting of hydro testing work shall be considered.

2.3 Service provider shall be required to submit the following supporting documentation and proof for the above-mentioned requirement of point 3.1 & 3.2 respectively:

- Work Order/ARC Order to be provided by bidder.
- Experience/Execution certificate /tax Invoice with proof of payment/any other document ensuring work execution with cross reference to the PO/WO
- Copy of valid CCOE License of hydro testing facility issued by PESO should be provided by bidder.

For running contract, if the actual executed Value/Quantity (for partially executed contract) is equal to or more than the value/quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed Value/Quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order / agreement and execution certificate from client should be duly certified/ attested by notary public with legible stamp.

Note: Evaluation should be on Group wise for Kanpur and Jhansi separately.

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. 6.29 Lacs.
Group B (Jhansi) : Rs. 1.85 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) : Rs. 1.26 Lacs.
Group B (Jhansi) : Rs. 0.37 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 Groups, the above requirement in terms of value/Quantity for both Technical & Financial criteria shall be on cumulative basis.

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

BIDDERS DECLARATION

Bid Document No: CUGL/C&P/TEN2627/32

SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years.

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

Groups	Location	Quoted / Not Quoted
A	Kanpur	
B	Jhansi	

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.	" **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	
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.	EMD/Bid Security (If bidder not MSME)	
11.	Status of MCA Portal	
12.	Copy of GST certificate	
13.	Copy of Pan	
14.	To Join the video Pre-Bid Meeting on Microsoft Teams, click this link Pre Bid Meeting against tender for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years | Meeting-Join | Microsoft Teams **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/479455063125248?p=VFMatTv2dHmMPGd7Kz Meeting ID: 479 455 063 125 248 Passcode: QG7gC7BJ	

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

ITB

(INSTRUCTION TO BIDDER)

SECTION -III

INSTRUCTIONS TO BIDDERS
INSTRUCTION FOR ONLINE BID SUBMISSION
SECTION -A

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

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

1.0 BIDDING PROCEDURE

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

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

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

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

2.0 DOWNLOADING OF TENDER DOCUMENT

The tender document is available for downloading from CPPP's e-tendering website https://etenders.gov.in/eprocure/app or from e-tender link given on official **CUGL** website www.cugl.co.in for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Biddershall 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://etendrs.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" i**n the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

ASSISTANCE TO BIDDERS:

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

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

FOR TENDER RELATED QUERIES:

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

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

A. GENERAL

1.0 SCOPE OF BID:

1.1 The Employer/ Owner/ CUGL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/CUGL.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2.0 ELIGIBLE BIDDERS:

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt & Fraudulent practices, as defined in "Instructions to Bidders [ITB], Clause No. 39"

2.2 The Bidder is not put on 'Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

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

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

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

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

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

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

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

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

4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

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

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

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.1 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against CUGL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

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 biding 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 n Price Schedule.

13 TAXES & DUTIES

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

Beyond the contractual delivery period, in case CUGL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period

shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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

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

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

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

13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or

IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

13.7 The supplier shall mention the particulars of CUGL on the Invoice. Besides, if any other particulars of CUGL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of CUGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from CUGL to the government exchequer, then, that Supplier shall be put under Holiday list of CUGL for period of six months.

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

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

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

13.11 **Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of

commensurate reduction in prices. The Service Provider may not the above and quote their prices accordingly.

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

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

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

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

16.0 EARNEST MONEY

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

Beneficiary	Central UP Gas Limited
Bank name & Branch	Union Bank of India 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 <u>ZERO DEVIATION AND REJECTION CRITERIA</u>

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 / REPRESEMTATOVE / 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 WITHDRAWL OF BIDS

25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.

25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by fax /post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.

25.4 No bid shall be allowed to be withdrawn/modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form, Withdrawal/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.

25.5 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered unconditionally withdrawn.

26.0 OWNER/EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner/Employer reserves the right to accept or reject any bid, and to annual 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 that 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 present 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 tobe 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 aquatinted 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 biding 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 1961and 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 form the award of contract. However agreement shall be executed only after submission of valid Security Deposit against the contact.

32. **Insurance:**

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

i) EMPLOYEES STATE INSURANCE ACT (ESI):

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or SUB-

CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals.

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

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

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR'S Insurance.

iii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.

iv) ACCIDENT OR INJURY TO WORKMEN:

The OWNER shall not be liable for or in respect of any damages

or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

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

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

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

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

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

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

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

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

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

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

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

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

41. The contractor shall regularly submit all relevant records / documents in this regard to CUGL representative for verification and upon such satisfaction only,

CUGL will allow payment to the Contractor.

42. The contractor shall ensure and will be solely responsibly for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.

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

44. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.

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

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

46. **AWARD OF CONTRACT:**

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

47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc.

which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.

48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.

49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.

51. CUGL reserve right to short close/ Terminate the contract any time based on non-performance/ poor performance during contractual period by giving 15 days notice.

52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.

53. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.

54. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.

55. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the

company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.

56. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligation.

57. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) makes such payments as it may consider necessary for smooth working.

58. Contractor shall deploy the resources as per requirements.

59. The company shall have the power to issue necessary instructions to the contractor concerning discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.

60. No payments shall be payable other than schedules payment to the contractor.

61. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.
62. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.

63. The bidder shall deemed to have quoted after having satisfied himself to the total nature of work, site of work, surrounding the means access transport availability of services & to have obtained his information on all matters which can in any way influence his offer.

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

65. **Jurisdiction**:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at KANPUR for the purposes of disputes, actions and proceedings arising out 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India_____

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years.

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

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

Place:
Date:

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

F-2
BID FORM

To,
Central UP Gas Limited,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India
Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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:

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

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

Dear Sir,

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

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

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

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

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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

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

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India
PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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

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

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

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 2 working days of the presentation of the letter of invocation of Bank

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

7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

_____

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.

2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.

3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.

4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

F-10
AGREED TERMS & CONDITIONS

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

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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 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 %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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 : a) EMD/ Bid Security No. & date b) Value 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.	Agreed

Place:
Date:

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

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 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: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

F-13
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years.

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

Place:
Date:

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

F-14
CHECK LIST

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

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

	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 FINANICAL CRITERIA OF BEC IS APPLICABLE

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

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

Dear Sir,

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

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

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

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.
Yours truly,
for …… (Name & address of Bank)

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

F-16

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

Bid Document No: CUGL/C&P/TEN2627/32
SUB : Bid Document for Rate Contract for Hydro Testing of CNG Cascades of 3000 WL Capacity (Stationary/Mobile) for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years.

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

Date

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

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

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)

SECTION-VI

Scope of Work for Hydro Testing of CNG Cascade

Location:

1) **Kanpur & Unnao:** Detail of CNG cascades installed at CNG stations of CUGL at Kanpur (65 nos.) is enclosed in Annexure-I.

2) **Jhansi: Detail** of CNG cascades installed at CNG stations of CUGL at Bareilly (12 nos.) is enclosed in Annexure-II.

Scope of Work for cascade hydro testing work is as below:

1) Hydro stretch testing, cleaning, painting, and certification of CNG cascades (static 40 cylinders in each cascade of 75 WL each cylinder capacity). All the work executed shall be strictly in accordance with latest editions of IS7285, OISD 179 and Gas cylinder rules 2004 & its amendment 2016.

2) Dismantling/re fitment and loading/unloading of CNG cascades at both CUGL sites and at contractor's workshop are in the scope of contractor. Arrangement of crane/hydra, transportation vehicle all is in the scope of service provider. Proper commissioning of tested cascade at CUGL site is sole responsibility of service provider along with all tools & tackles, labor etc.

3) Dismantling, re fitment of CNG cylinders from/to cascades including testing of SS tubing minimum up to 150 bar of the cascade after re fitment is in the scope of contractor.

4) Replacement of all 40 nos. of burst discs is mandatory in all cascades and in the scope of contractor under hydro testing. The contractor is required to include the rate of burst discs in hydro testing work. No additional payment will be made for the replacement of burst discs.

5) Replacement of supporting rubber packing of all 40 nos. of cylinders is mandatory in all cascades and in the scope of contractor under hydro testing. No additional payment will be made in this regard.

6) Payment against replacement of chargeable spares found damaged/needs replacement during hydro testing will be on actual basis as per approved price list of spares and certified by CUGL engineer in charge. Quoting the rates of chargeable spares in attached chargeable spare list is compulsory.

7) Transportation charges: Transportation charges from CUGL CNG stations to contractor's workshop and contractors' workshop to CUGL CNG stations are in the scope of contractor for Kanpur, Bareilly, and Jhansi.

8) Transit Insurance charges: Transit insurance charges from CUGL CNG stations to contractors' workshop and contractors' workshop to CUGL CNG stations are in the scope of contractor.

9) After hydro testing, tag plate shall be installed on cascade having following details:

- **a)** Cascade Sl. No.
- **b)** Cylinder Nos. (from/to)
- **c)** Hydro testing date
- **d)** Next due date
- **e)** Year of supply

10) Stickers written with “CNG ONLY” (white base/Green words) shall be pasted on each cylinder after painting.

11) Punching of hydro testing data on cylinder neck is not allowed. Metal plate (challa) mentioning the hydro test date and next due date shall be fixed on each cylinder valve. The shape and color coding of circular plate to be fixed on cylinder valve shall be as per Gas Cylinder Rule 2004 & its amendment in 2016.

12) **ARC Period:** Period for ARC for cascade hydro testing work shall be from Jan-27 to Dec-29 (3 years).

13) **Time Schedule:** Time period for completion of hydro testing work of each cascade is one month which includes lifting the cascade from CUGL site, hydro testing and its successful installation and commissioning at CUGL site. Service provider is required to lift the cascade from CUGL site within 10 days from written intimation by EIC of CUGL.

14) **Penalty against nonperformance:**

A) If cascade is not lifted from CUGL site within 10 days from written intimation by EIC of CUGL, penalty shall be imposed on service provider as per below detail:
If cascade is lifted from CUGL site for hydro testing within 10 days from intimation: No Penalty.
If cascade is not lifted from CUGL site for hydro testing within 10 days: Penalty of Rs. 500.00 per day shall be imposed on the service provider.

B) If cascade is not hydro tested/commissioned at site within the period of one month from the date of lifting of cascade from CUGL site, penalty shall be imposed on service provider as per below detail:
If tested cascade commissioned at CUGL site within one month from date of lifting from CUGL site: No Penalty.
Penalty of Rs. 500.00 per day for a delay beyond one month.
However, Maximum penalty (in any case) shall be limited to 50% of total cost of hydro testing (Total of Hydro testing/transportation/Loading unloading/transit insurance etc) for cascade having delay in hydro testing/commissioning at CUGL site.
If the delay is due to unavailability of site by CUGL, no penalty shall be imposed on service provider on verification by EIC of CUGL.

15) Any damage/accident of cascade or third-party during loading/unloading/transportation or during hydro testing- It shall be the sole responsibility of service provider and cost incurred for any damage shall be borne by service provider.

16) Hydro testing work can be witnessed by CUGL team any time at hydro testing facility.

17) Hydro testing facility shall have valid PESO license. Hydro testing work shall be directly carried out by the bidder, any subletting for hydro testing work shall not be allowed.

18) If any extra work is required to complete the job (rather than defined above), that shall also be in the scope of contractor without any additional cost to CUGL.

19) **Payment Terms:** 100% payment shall be released within 30 days after successful hydro testing of each cascade and its installations/commissioning at site along with submission of hydro test report.

20) Payment against chargeable spares shall be released within 30 days on submission of invoice and certification by EIC of CUGL.

Safety precautions during loading/un loading & transportation/Hydro testing of CNG cascades

As some of the CNG cascades are kept above the roof (height), safety precautions are required for safe loading/unloading and transportation of CNG cascades for hydro testing from CNG stations to hydro test facility and hydro test facility to CNG stations. To ensure the safety during loading/unloading and transportation and hydro testing, following are required from vendor before start of hydro testing work/During hydro test work:

1) Crane/hydra fitness certificate.
2) Driving license of crane/hydra driver and valid registration documents of crane/hydra.
3) Vehicle used for transportation shall be closed (TATA 407/Swaraj Mazda or equivalent) type along with valid registration documents.
4) Driving license of vehicle driver.
5) Test/calibration certificates of equipment's/instruments used for hydro testing.
6) Hydro test procedure as per codes and standards prescribed by PESO, Govt. Of India.
7) Dismantling of cylinders and SS/brass tubing and fittings and its testing and re fitment shall be carried out by trained and competent technicians. If any problem occurs during installation of cascade at site after hydro testing, it shall be rectified by vendor free of cost.
8. All the Manpower working in the Job should in proper PPE's.

Annexure-A

List of spare parts on chargeable basis 3000 WL Cascade				
S. No.	**Description**	**Make**	**Unit (Nos.)**	**Unit Price without GST (Rs.)**
1	3/4" OD 4 way fitting cross	Swagelok/Parker/SSP/Panam or equivalent	No.	
2	3/4" OD 3 way fitting tee	Swagelok/Parker/SSP/Panam or equivalent	No.	
3	3/4" OD 2 way ball valve panel mount	Swagelok/Parker/SSP/Panam or equivalent	No.	
4	3/4" OD NRV check valve	Swagelok/Parker/SSP/Panam or equivalent	No.	
5	Male connector (1/4" OD tube x 1/4" NPT Male	Swagelok/Parker/SSP/Panam or equivalent	No.	
6	Male connector (3/4" OD tube x 1/4" NPT Male	Swagelok/Parker/SSP/Panam or equivalent	No.	
7	Female bulkhead conn. (1/4" OD tube x 1/4" NPT F)	Swagelok/Parker/SSP/Panam or equivalent	No.	
8	1/4" NPT Bleed Valve	Swagelok/Parker/SSP/Panam or equivalent	No.	
9	3/4" OD x 0.095" Thk SS tube (Annealed)	Swagelok/Parker/SSP/Panam or equivalent	Mtr.	
10	Nut with bull nose	Vanaz or equivalent	No.	
11	Cylinder valve complete with burst disc/fusible plug (PRD)	Vanaz or equivalent	No.	
12	1/4" ODx0.035" THK SS tube (Annealed)	Swagelok/Sandvik/Tubasex or equivalent	No.	
13	Female adapter (1/4" NPT x 1/4" OD tube)	Swagelok/Parker/SSP/Panam or equivalent	Nos.	
14	Straight reducer (3/4" OD tube x 1/4" OD tube)	Swagelok/Parker/SSP/Panam or equivalent	No.	
15	2 Way valve manifold block	Swagelok/Parker/SSP/Panam or equivalent	No.	
16	Male connector (1/4" OD tube x 1/2" NPT Male)	Swagelok/Parker/SSP/Panam or equivalent	No.	
17	SRV	Swagelok/Parker/SSP/Panam or equivalent	No.	
18	1/2" OD x 0.065" THK SS tube (Annealed)	Swagelok/Sandvik/Tubasex or equivalent	Mtr.	
19	Male connector (1/4" OD tube x 1/2" NPT-M)	Swagelok/Parker/SSP/Panam or equivalent	No.	

20	3/4" Union Cross	Swagelok/Parker/SSP/Panam or equivalent	No.	
21	3/4" Union Tee	Swagelok/Parker/SSP/Panam or equivalent	No.	
22	Male Connector (3/4" OD tube x 3/4" NPT)	Swagelok/Parker/SSP/Panam or equivalent	No.	
23	3/4" OD x 1/2" OD Straight Reducer (SS)	Swagelok/Parker/SSP/Panam or equivalent	No.	
24	Cylinder valve knob	Vanaz or equivalent	No.	
25	Fusible Plug	Vanaz or equivalent	No.	
26	Burst Disc with complete fitting	Vanaz or equivalent	No.	
27	3/8" Tube SS 316 (m)	Swagelok/Sandvik/Tubasex or equivalent	Mtr.	
28	1/2" Cross SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
29	1/2" Tee SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
30	1/2" Elbow SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
31	1/2" Nut SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
32	1/2" Ferrule Set SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
33	3/4" Nut SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
34	3/4" Ferrule Set SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
35	3/4" x 3/8" NPT Male Connector	Swagelok/Sandvik/Tubasex or equivalent	No.	
36	3/8" Cross SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
37	3/8" Tee NPT SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
38	3/8" Elbow SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
39	3/8" x 1/4" NPT Male Connector	Swagelok/Sandvik/Tubasex or equivalent	No.	
40	3/8" Nut SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
41	3/8" Ferrule Set SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
42	1/4" Nut SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
43	1/4" Ferrule Set SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	
44	1/4" Union SS 316	Swagelok/Sandvik/Tubasex or equivalent	No.	

45	Repair/ providing Metallic frame of pressure gauge panel of cascade including transparant sheet	Local	No.	
46	Metal Clamps with nut/bolts for fixing of cascade on frame	Local	No.	

3000 WL Cascade Hydrotesting details in Kanpur

3000 WL CASCADE HYDROTESTING DETAILS							
Sr. No.	Station Name	Type of Cascade	Cascade Sr. No.	Cylender sr.no.	Year of manufacturing	Test Date	Due Date
1	Makdikheda - 1	Stationary	RCPL/CUGL -S- 40/255 -11	23147-23107	08/08/2018	27/10/2024	26/10/2027
2	Makdikheda - 2	Stationary	EKCG/CUGL-40/260-11	7784-7745	06/06/2008	01/05/2026	05/06/2028
3	Hari Filling	Stationary	EKCG/CUGL-40/255-32	2643-2755	06/06/2016	17/06/2025	16/06/2028
4	Chaturbhuj Unnao	Stationary	EKCG/CUGL-40/260-22	11139-11100	01/01/2018	16/01/2026	15/01/2029
5	Mainawati DoDo	Stationary	EKCG/CUGL-40/260-05M	14677 - 14504	03/03/2011	18/08/2026	16/08/2029
6	Unnao DoDo	Stationary	EKCG/CUGL-40/260-23	11179-11140	01/01/2010	07/04/2026	06/04/2029
7	Chakeri CNG Station-1	Stationary	EKCG/CUGL-40/260-27	15058-15019	03/03/2011	19/09/2025	18/09/2028
8	Chakeri CNG Station-2	Stationary	EKCG/CUGL-40/260-12	7824-7785	06/06/2008	07/12/2025	05/06/2028
9	Gupta Saluja-2	Stationary	RCPL/CUGL-40/255-06	5898-5937	01/01/20215	05/11/2023	04/11/2026
10	Gopinath & Brothers 1	Stationary	RCPL/CUGL-S-40/255-45	37374-37335	08/08/2018	30/08/2025	29/08/2028
11	Sushil Motors	Stationary Cascade	EKCK/CUGL-40/255-08-M	2545-2037	09/09/2016	14/05/2025	13/05/2028
12	Panki	Stationary Cascade	EKCG/CUGL-40/260-06	7390-7350	05/05/2008	01/11/2025	04/05/2028
13	Panki 02	Stationary Cascade	EKCG/CUGL-40/260-09	7704- 7598	06/06/2008	13/12/2025	05/06/2028
14	Rakesh filling	Stationary Cascade	EKCG/CUGL-40/260-08	7664-7626	06/06/2008	29/05/2026	05/06/2028
15	Kanpur Carrier	Stationary Cascade	RCPL/CUGL-M-40/255-32	29166-29127	02/02/2019	23/04/2025	22/04/2028
16	Gopinath 2	Stationary Cascade	RCPL/CUGL-S-40/255-09	23066-23026	08/08/2018	18/09/2024	17/09/2027
17	Sachandi DODO	Mobile Cascade	EKCG/CUGL-40/255-15-M	2962-2923	09/09/2016	18/04/2026	17/04/2029
18	Fazalganj - 1	Stationary	EKCG/CUGL-40/260-07	7430-7391	01/05/2008	27/02/2026	30/04/2028
19	Fazalganj - 2	Stationary	EKCG/CUGL/40-260-10	7744-7705	06/06/2008	11/03/2026	05/06/2028
20	P.R. Motors	Stationary	RCPL/CUGL-S-40/255-36	29328-29289	02/02/2019	06/06/2026	05/06/2029
21	Malik RO	Stationary	RCPL/CUGL-S-40/255-10	23067-23106	08/08/2018	01/05/2024	30/04/2027

22	K.L.J.L.	Stationary	EKCG/CUGL-40/255-12-M		01/09/2016	02/06/2025	01/06/2028
23	Juhi-1	Stationary	RCPL/CUGL-40/255-50	2838-2878	01/08/2025	01/08/2025	01/08/2028
24	Juhi-2	Stationary	EKCG/CUGL-40/260-26	15018-14976	03/03/2011	30/06/2026	29/06/2029
25	New Basant	Stationary	RCPL/CUGL-S-40/255/31	2721-2605	06/06/2016	03/07/2025	02/07/2028
26	Gupta Saluja-1	Stationary	EKCG/CUGL-40/260-01	1612-1651	12/12/2006	06/12/2023	05/12/2026
27	Auto Fill	Stationary	RCPL/CUGL-S-40/255-35	29288-29249	02/02/2019	21/01/2025	20/01/2028
28	Ramashiv	Stationary	RCPL/CUGL-S-40/255-14	23267-23228	08/08/2018	07/09/2024	06/09/2027
29	Gaurav Filling	Stationary	RCPL/CUGL-M-40/255-31	29126-29067	02/02/2019	27/01/2025	26/01/2028
30	Kargil	Stationary	EKCK/CUGL-40/260-02	1652-1691	01/01/2007	07/05/2024	06/05/2027
31	Bhauti	Stationary	RCPL/CUGL-M-40/255-29	29046-29007	02/02/2019	19/02/2025	18/02/2028
32	Adhoc Kushmanda	Stationary	EKCG/CUGL-40/260-21	110639-11959	01/01/2010	27/08/2024	26/08/2027
33	Laxyha	Stationary	RCPL/CUGL-S-40/255-42	37455-37415	08/08/2019	11/09/2025	10/09/2028
34	Keshavpuram	Stationary	RCPL/CUGL-M-40/255-44	37536-37496	08/08/2019	21/07/2025	20/07/2028
35	Shivram	Stationary	RCPL/CUGL-M-40/255-49	37658-37697		03/12/2025	02/12/2028
36	Quality Fuel	Stationary	RCPL/CUGL-S-40/255-13	23227-23188	08/08/2018	24/09/2024	23/09/2027
#SPILL!	Das & Sons	Stationary	EKCG/CUGL-40/260-6M	_	03/03/2011	30/09/2023	29/09/2026
38	Shiv Raj	Mobile Cascade	RCPL/CUGL -M-40/255-20	27832-27793	12/12/2018	11/08/2025	10/08/2028
39	Aarafat	Stationary	RCPL/CUGL-40/255-03	5598-5637	01/01/2014	08/08/2023	07/08/2026
40	Gangashree	Stationary	RCPL/CUGL/-40255-16	23349-23310	08/08/2018	06/06/2025	05/06/2028
41	Narendra Filling	Stationary	RCPL/CUGL-M-40/255-17	23389-23350	08/08/2018	17/12/2024	16/12/2027
42	Surya Cng station	Stationary Cascade	RCPL/CUGL- S- 40/255-07	22946-22985	08/08/2018	11/10/2024	10/10/2027
43	Supreame	Stationary	RCPL/CUGL-M-40/255-39	36138-36099	01/07/2019	23/12/2025	22/12/2028
44	SRD Petroleum	Stationary	RCPL/CUGL-40/255-01	4645-4685	06/06/2013	27/02/2026	26/02/2029
45	Neelam HP	Stationary	EKCG/CUGL-40/260/03	14292-14481	03/03/2011	07/06/2024	06/06/2027
46	Beena filling	Stationary	RCPL/CUGL-M-40/255-15	23268-23309	08/08/2018	26/07/2024	25/07/2027

47	Sarvoveer	Mobile Cascade	RCPL/CUGL-40/255-04M	5858-5897	01/01/2015	20/06/2024	19/06/2027
48	Kulwant Motor	Mobile Cascade	EKCG/CUGL-40/255-13-M	2880-2836	01/08/2018	10/01/2026	09/01/2029
49	Shree Dudha Mata	Stationary	RCPL/CUGL-M-40/255-18	23390-23429	08/08/2018	09/08/2024	08/08/2027
50	Balaji	Stationary	EKCG/CUGL-40/255-10/M	2638-2543	06/06/2016	17/03/2026	16/03/2029
51	UP32ST2661	Mobile Cascade	RCPL/CUGL-M-40/255-30	29086-29047	02/02/20219	12/02/2025	11/02/2028
52	UP32ST2662	Mobile Cascade	RCPL/CUGL-M-40/255-25	28884-28845	02/02/2019	14/04/2025	13/04/2028
53	UP32ST0898	Mobile Cascade	EKCG/CUGL-40/260-03	1731-1692	01/01/2007	18/01/2025	31/12/2026
54	UP32ST0897	Mobile Cascade	EKCG/CUGL-40/260-07M	14693-14493	03/03/2011	20/05/2026	19/05/2029
55	UP32ST0901	Mobile Cascade	RCPL/CUGL-M-40/255/43	37495-37456	08/08/2019	14/10/2025	13/10/2028
56	Jagdamba CNG Station	Stationary	EKCG/CUGI-40/255-29	2290-2249	04/04/2016	22/03/2025	21/03/2028
57	UP32ST2265	Mobile Cascade	EKCG/CUGL-40/255-12M	2835-2786	09/09/2016	02/06/2025	01/06/2028
58	UP32ST1383	Mobile Cascade	RCPL/CUGL-M-40/255-28	29006-28966	02/02/2019	28/09/2025	27/09/2028
59	UP32ST1382	Mobile Cascade	EKCG/CUGL-40/255-11-M	2686-2639	06/06/2016	14/11/2025	13/11/2028
60	UP32ST1381	Mobile Cascade	EKCG/CUGL-40/260-24	13562 - 13522	10/10/2-2010	01/08/2026	31/07/2029

3000 WL Cascade Hydrotesting details in Jhansi

LCV/HCV DETAILS								
sr. no.	vehicle no	cascade no	mfg date.	capacity	make	hydrotesting date	hydrotesting due date	remarks
1	UP25JT5594	EKCK/CUGL/60/255-08	2020	4500	EVEREST KANTO CYLINDER LTD.	21.09.2023	20.09.2026	BRIJ
2	UP25JT5601	EKCK/CUGL/60/255-05		4500	EVEREST KANTO CYLINDER LTD.	28.11.2023	27.11.2026	VISHNU
3	UP25JT5597	EKCK/CUGL/60/255-07	2020	4500	EVEREST KANTO CYLINDER LTD.	21.10.2023	20.10.2026	AMBER
4	UP25JT5596	EKCK/CUGL/60/255-37	2022	4500	EVEREST KANTO CYLINDER LTD.	Jun-22	Jun-25	PINAKI
5	UP25JT5602	EKCK/CUGL/60/255-03	2020	4500	EVEREST KANTO CYLINDER LTD.	14.12.2023	13.12.2026	PINAKI
6	UP25JT5595	EKCK/CUGL/60/255-04	2020	4500	EVEREST KANTO CYLINDER LTD.	09.11.2023	08.11.2026	BHAGWATI
7	UP32ST1385	EKCG/CUGL-40/260-01M	2011	3000	EVEREST KANTO CYLINDER LTD.	02.07.2024	01.07.2027	DCU
8	UP32ST1386	RCPL/CUGL-S-40/255-22	2018	3000	RAMA CYLINDERS PVT. LTD.	02.07.2024	01.07.2027	PRAKASH
9		EKCK/CUGL/60/255-06	2020	4500	EVEREST KANTO CYLINDER LTD.	07.10.2023	06.10.2026	damaged on dated 06.08.2024 1061 PANKAJ cgs
SATATION CASCADE DETAILS								
1	BHAGWATI	RCPL/CUGL-S-40/255-48	2019	3000	RAMA CYLINDERS PVT. LTD.	20.08.2022	19.08.2025	
2	BHARAT	RCPL/CUGL-S-40-255-24		3000	RAMA CYLINDERS PVT. LTD.	10.03.2025	09.03.2028	
3	URJA	EKCK/CUGL/60/255-17	2020	4500	EVEREST KANTO CYLINDER LTD.	02.01.2024	01.01.2027	
4	BRIJ	RCPL/CUGL-40/255-02	Jun-13	3000	RAMA CYLINDERS PVT. LTD.	30.12.2022	29.12.2025	
5	PRAKASH	RCPL/CUGL-S-40/255-24	2018	3000	RAMA CYLINDERS PVT. LTD.	04.02.2025	03.02.2028	
6	PINAKI	EKCK/CUGL/60/255-22	2021	4500	EVEREST KANTO CYLINDER LTD.	03.04.2024	02.04.2027	

Mobile Cascade		
Sr. No.	Capacity	Due Date
EKCG/CUGL-40/260-01M	3000	01.07.2027
RCPL/CUGL-S-40/255-22	3000	01.07.2027
Stationary cascade		
Sr. No.	Capacity	Due Date
RCPL/CUGL-S-40/255-48	3000	19.08.2025
RCPL/CUGL-S-40-255-24	3000	09.03.2028
RCPL/CUGL-40/255-02	3000	29.12.2025
RCPL/CUGL-S-40/255-24	3000	03.02.2028

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 monitory penalty & work-stoppage shall be taken by EIC with consultation with Safety Officer of CUGL.

2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by CUGL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to

Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, dust mask, ear plug, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

2.9 All equipments should be tested and certified for its capacity before use.

2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.

2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose-off any such materials without the express authorization of EIC of CUGL.

2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, cold work, confined space, electrical isolation, work at heights and its use & implement all precautions mentioned therein.

2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.

2.14 Contractor should properly barricade the facility where work is in progress for safe working and reclaim the work zone after completion of work to promote safety consciousness.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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

Guidelines for imposition of punitive fines

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

Proposed guidelines for imposition are described below:

4.1 For first time violation of safety rules & regulation by any contractor, HSE-officer will issue a warning letter to contractor with intimation to EIC of work centre with a copy to MD & DC.

4.2 In case of second time violation of safety rules & regulations by same contractor, EIC will call contractor in person and will have a meeting to discuss reason for repetitive violation along with HSE-Officer. A warning letter will also be issued by EIC to contractor.

4.3 In case of further violation, punitive fines will be imposed on contractor. Amount as fine will be decided as per severity of violation of safety. However, minimum fine would be Rs.5,000/- and in multiple of Rs.5,000/-, thereafter for every instant.

4.4 This will be limited to 5% of contract value, as maximum cumulative penalty.

4.5 This practice of punitive fines is to be implemented across all CUGL sites for all contracts.

4.6 Practice of punitive fines will be applicable for projects sites also and would be over and above the deduction made by M/s CUGL for safety violation from running bills.

SCHEDULE OF RATES (SOR)

SECTION-VIII

Central U.P Gas Limited (Kanpur)

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

Name of Work: Bid Document for Rate Contract for Hydro Testing of CNG Cascade of 3000 WL Capacity (Stationary/Mobile) for Kanpur, Unnao, Bareilly & Jhansi for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years - GROUP (A) Kanpur

Bid Document No: CUGL/C&P/TEN2627/32

Name of the Bidder/ Bidding Firm / 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. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.
2. Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST).
3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.

S.No.	Description	Quantity (No. of 3000 WL) cascades)	Unit price (Rs.) per cascade (3000 WL)	Total Amount (Rs.)	GST (%)		Total Amount (Rs.) with GST
			B	C=AXB	%	Amount (Rs.) D	E=C+D
1	Hydro testing, cleaning, painting & certification as per codes and standards prescribed by (OISD 179,GCR2004 PESO Guide lines) Govt. of India.	65	To be quoted on CUGL's e-tender portal				
2	Loading/Unloading of cascades at both CUGL's sites and vendors workshop, dismantling/Re-fitment of the CNG cylinders from/to cascades including pneumetic testing of tubings of the cascade after Re-fitment.	65	To be quoted on CUGL's e-tender portal				
3	Transportation charges (To & Fro)	65	To be quoted on CUGL's e-tender portal				
4	Transit Insurance (To & Fro) (Kanpur)	65	To be quoted on CUGL's e-tender portal				
	Grand Total (Rs.)						₹ 0.00

Central U.P Gas Limited (Kanpur)

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

Name of Work: Bid Document for Rate Contract for Hydro Testing of CNG Cascade of 3000 WL Capacity (Stationary/Mobile) for Kanpur, Unnao, Bareilly & Jhansi for City Gas Distribution Project of M/s. Central U. P. Gas Limited, for the period of 03 years - GROUP (B) Jhansi

Bid Document No: CUGL/C&P/TEN2627/32

Name of the Bidder/ Bidding Firm / 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. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly.
2. Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST).
3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.

S.No.	Description	Quantity (No. of 3000 WL) cascades)	Unit price (Rs.) per cascade (3000 WL)	Total Amount (Rs.)	GST (%)		Total Amount (Rs.) with GST
			B	C=AXB	%	Amount (Rs.) D	E=C+D
1	Hydro testing, cleaning, painting & certification as per codes and standards prescribed by PESO, Govt. of India.	12	To be quoted on CUGL's e-tender portal				
2	Loading/Unloading of cascades at both CUGL's sites and vendors workshop, dismantling/Re-fitment of the CNG cylinders from/to cascades including pneumetic testing of tubings of the cascade after Re-fitment.	12	To be quoted on CUGL's e-tender portal				
3	Transportation charges (To & Fro) (Jhansi)	12	To be quoted on CUGL's e-tender portal				
4	Transit Insurance (To & Fro) (Jhansi)	12	To be quoted on CUGL's e-tender portal				
	Grand Total (Rs.)						₹ 0.00