



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

**BID DOCUMENT FOR THE HIRING OF  
VEHICLES FOR KANPUR, JHANSI &  
BAREILLY FOR 03 YEARS**

**BID DOCUMENT NO : CUGL/C&P/TEN2122/21,229,001**

**E-TENDER NO. 50160**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

<u>INDEX</u>	
<u>S.No.</u>	<u>INDEX HEADING</u>
<b>1</b>	<b>IFB (INVITATION FOR BID)</b>
<b>2</b>	<b>ITB (INSTRUCTION TO BIDDER)</b>
<b>3</b>	<b>GCC (GENERAL CONDITIONS OF CONTRACT)</b>
<b>4</b>	<b>BEC (BID EVALUATION CRITERIA)</b>
<b>5</b>	<b>FORMS &amp; FORMATS</b>
<b>6</b>	<b>SPECIAL CONDITIONS OF CONTRACT (SCC)</b>
<b>7</b>	<b>SOW (SCOPE OF WORK)</b>
<b>8</b>	<b>HSE SPECIFICATION</b>
<b>9</b>	<b>SCHEDULE OF RATES (SOR)</b>

# **IFB**

## **(INVITATION FOR BID)**

### **SECTION-I**

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



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

**INVITATION FOR BID (IFB)**

Bid Document No. : CUGL/C&P/TEN2122/21,229,001  
To,

Date : 09/04/2021

Contact No. :

Kind Attn :

Dear Sir,

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

- |                            |   |   |
|----------------------------|---|---|
| 1.0 Project                | : | City Gas Distribution   |
| 2.0 Name of Work           | : | Hiring of Vehicles for Kanpur, Jhansi & Bareilly.   |
| 3.0 Scope of Work          | : | As per Tender Document  |
| 4.0 Time Schedule          | : | 03 years from the date of award   |
| 5.0 Bid Validity           | : | 120 days from the bid due date  |
| 6.0 Bid Security / EMD     | : | For Kanpur location : Rs. 73,900/-, For Bareilly Location Rs. 11,500/- & For Jhansi Location Rs. 11,500/-   |
| 7.0 Pre-Bid Meeting        | : | 17/04/2021; 12:30 Hrs. IST  |
| 8.0 Bid due Date with Time | : | 26/04/2021 up to 15:00 Hrs. IST   |
| 9.0 Designated Place       | : | CENTRAL U.P. GAS LIMITED,<br>Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur,<br>Kanpur-208024 India |
| 10.0 Type of bid           | : | Two Bid System  |
| 11.0 Basic of Evaluation   | : | Location wise   |

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

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

For & on behalf of  
Central U.P. Gas Limited  
*[Signature]*  
Sr. Manager C&P

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

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

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

## **BIDDERS DECLARATION**

Bid Document No: CUGL/C&P/TEN2122/21,229,001

SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

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

Sr. No.	Location	Quoted/Not Quoted
1	A (Kanpur)	
2	B (Bareilly)	
3	C (Jhansi)	

**Note:**

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

**ITB**  
**(INSTRUCTION TO**  
**BIDDER)**  
**SECTION-II**

## ANNEXURE-I: GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcpurchase.com>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcpurchase.com>.
2. For registration on the e-tender site <https://cugl.abcpurchase.com>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator sonu@abcpurchase.com, satabdi@abcpurchase.com with a copy to [info@abcpurchase.com](mailto:info@abcpurchase.com) for approval. Once approved, bidders can login in to the system as and when required.

3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

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

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

(e) Bids/ Offers shall not be permitted in e-procurement system after the due date/ time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(f) No manual bids/offers along with electronic bids/offers shall be permitted.

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

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

**FOR SYSTEM RELATED ISSUES:**

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9870089747

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

**FOR TENDER RELATED QUERIES:**

(1) NAME, Designation, Department

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

(2) NAME, Designation, Department

Phone: 0512- 2582455, Mr S.Bhatia E-mail: [sbhatia@cugl.co.in](mailto:sbhatia@cugl.co.in)



## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **1.0 SCOPE OF BID:**

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

#### **2.0 ELIGIBLE BIDDERS:**

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

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

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

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

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

It shall be the sole responsibility of the bidder to inform CUGL in case the bidder is under any liquidation court receivership or similar proceedings on due

date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

### **3.0 BIDS FROM JOINT VENTURE/CONSORTIUM**

NA

### **4.0 ONE BID PER BIDDER**

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

4.2 Alternative Bids shall not be considered.

### **5.0 COST OF BIDDING**

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

### **6.0 SITE VISIT**

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

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

## **B BIDDING DOCUMENTS**

### **7.0 CONTENT OF BIDDING DOCUMENT**

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0
- Section –I : Invitation for bids (IFB)
  - Section-II : Instruction to Bidders (ITB)
  - Section-III : General conditions of Contract (GCC)
  - Section-IV : BEC (Bid Evaluation Criteria)
  - Section-V: Forms & Format
  - Section-VI: Special Conditions of Contract (SCC)
  - Section-VII: Scope of works (SOW)
  - Section-VIII : HSE Specification
  - Section – IX: Price schedule/Schedule of Rates (SOR)
- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The Bidding Document together with all its attachment thereto, shall be considered to be read Understood and accepted by the bidder. Failure to furnish all information required by the Bid Documents or Submission of a bid not substantially responsive to the Bidding Documents in every respect will be at bidders risk and may result in the rejection of the Bid.

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

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

## **9.0 AMENDMENT OF BID DOCUMENTS**

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

## **C. PREPARATION OF BIDS**

### **10.0 LANGUAGE OF BID**

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

### **11.0 DOCUMENTS COMPRISING THE BID**

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

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

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

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

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

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

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

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

### **11.1.3 Part-II: PRICE BID**

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

#### **Note**

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

### **11.1.4 NA**

## **12 BID PRICES**

- 12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-
- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
  - B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
  - C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place 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 avliable) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.



- 13.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) without a period specified in Contract to enable CUGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services with requisite details.

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

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

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

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

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

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

**13.11 Anti-profiteering clause**

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

**14.0 BID CURRENCY**

Bidders must submit bid in Indian Rupees only.

## 15.0 BID VALIDITY

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

## 16.0 EARNEST MONEY

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of Central UP Gas Limited, payable at Kanpur] or '**Banker's Cheque**' or '**Bank Guarantee**' or '**Letter of Credit**' **as per the format given in Form -4/4A 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.

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.

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.

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee',

the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

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

## **17.0 PRE-BID MEETING**

- 17.1 As per IFB.

## **18.0 FORMAT AND SIGNING OF BID**

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

- 18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.
- 18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.
- 18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

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

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court

- (m) Force Majeure & Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

## **20.0 E-PAYMENTS**

NA

## **21.0 AGENT / CONSULTANT / REPRESENTATIVE / RETAINERS / ASSOCIATES**

21.0 NA

## **D. SUBMISSION OF BIDS**

### **22.0 Submission of bid Through Online**

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

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

### **22.0 DEADLINE FOR SUBMISSION OF BID**

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

23.2 The Employer may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately.

23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

### **24.0 LATE BIDS**

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

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

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

## **25.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 25.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or Withdrawal of the bid, is received by the Employer prior to the deadline prescribed for submission of bids.
- 25.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 22 of ITB with the outer envelopes additionally marked "modification" or withdrawal as appropriate. A withdrawal notice may also be sent by fax /post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 25.3 No bid shall be modified/withdrawn after the deadline for submission of bid.
- 25.4 No bid shall be allowed to be withdrawn/modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form, Withdrawal/ modification of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.
- 25.5 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered unconditionally withdrawn.

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

The Owner/Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidder or any obligations to inform the affected bidder or bidders of the ground for Owner/Employer action.

## **D. BID OPENING AND EVALUATION**

### **27.0 BID OPENING**

#### **27.1 Unpriced Bid Opening :**

CUGL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the tender document. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance.

**27.2 *Priced Bid Opening:***

CUGL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

- 27.3 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

**28.0 PROCESS TO BE CONFIDENTIAL**

- 28.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such Process.
- 28.2 Any efforts by a bidder to influence the Owner/Employer in any manner in respect of Preparation of Bidding document & further evaluation of bids will result in the rejection of that bid.

**29.0 CONTACTING THE OWNER/EMPLOYER**

- 29.1 From the time of the bid opening to the time of the Contract award, if any bidder wishes to contact the Owner/Employer for any matter relating to the bid, it should do so in writing. Any effort by a bidder to influence the Owner/Employer in any manner in respect of bid evaluation or award will result in the rejection of that bid.

**30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 30.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
  - (b) Has been properly signed;
  - (c) Is accompanied by the required 'Earnest Money / Bid Security';
  - (d) Is substantially responsive to the requirements of the Bidding Documents; and
  - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"

30.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) “Deviation” is departure from the requirement specified in the tender documents.
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.

30.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation reservation or omission.

30.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30.6 CUGL reserves the right to seek any clarification from the bidder, if required on the submitted document for evaluating their bid, the same shall be asked.

### **31.0 PRICE BID OPENING**

The Owner/Employer will open priced bids of all techno-commercially acceptable bidders.

### **32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS**



32.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

32.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### **33.0 CONVERSION TO SINGLE CURRENCY**

All bids to submitted in INR.

### **34.0 EVALUATION AND COMPARISON OF BIDS**

34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB Cl. No.28.

34.2 The evaluation & Comparison of all the responsive bids for supplies/works/services to be arrived at the lowest evaluated offer as Under (i) the evaluated price of bidders shall include the following:

- I. Total price quoted by the bidder (including Taxes & duties).
- II. Technical loading if any as per Technical specification.

34.3 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

Criteria No. 1 - The bidders who have got the higher turnover in any of the last 03 (three) Financial Year.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in the last Financial Year.

34.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the

lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected

#### **34.0 POST QUALIFICATION**

35.1 In the absence of prequalification, the Owner/Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.

35.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the Bidder, pursuant to ITB Clause-10, as well as such other information as the Owner/Employer deems necessary and appropriate.

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

### **F - AWARD OF CONTRACT**

#### **36.0 AWARD**

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

#### **37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE**

37.1 Prior to the expiration of period of bid validity, Owner/Employer (CUGL) will notify the successful bidder in writing by Post/Fax/E-mail to be confirmed in writing, that his bid has been accepted. The notification of award/Fax of Intent will constitute the formation of the Contract.

37.2 The Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).

37.3 The notification of award will constitute the formation of a Contract.

37.4 Upon the successful bidder's/ Contractor's CPBG/SD shall promptly discharge his EMD.

#### **38.0 SIGNING OF AGREEMENT**

38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor/Service Provider).

- 38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

### **39.0 PERFORMANCE GUARANTEE**

- 39.1 Pursuant to Clause No. 29 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.
- 41.2.1 The Owner/Employer will declare a firm ineligible for a period pursuant to clause as per tender.

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

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

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

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

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

#### **44.0 EVALUATION OF PERFORMANCE**

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

# **GCC**

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

### **SECTION -IV**

## **GENERAL CONDITIONS OF CONTRACT**

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

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

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

works are to be carried out and any other lands or places provided by the owner.

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

persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.

8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by CUGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of CUGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. CUGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify CENTRAL UP Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.
15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, directly or indirectly. pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.
18. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-**

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

Tenders in which any of the particulars and prescribed information are missing or are



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

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

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

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

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

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

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

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

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

The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted. The OWNER reserves the right to interpolate the rates for such items of work falling between similar items or lower and higher magnitude.

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

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

CUGL if necessary, will obtain clarifications on the Tender by requesting for such information/clarifications from any or all Tenderers either in writing or through personal contact, as may be necessary, and the Tenderers are advised to refrain from contacting by any means CUGL and/or their employee(s)/representative(s) on their own, on matters related to Tenders under consideration. Tenderers will not be permitted to change the substance of the Tenders after opening of Tenders.

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

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

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

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

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

## **25. FORCE MAJURE;**

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

## **26. LABOUR LAWS :**

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

Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

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

## **27. ARBITRATION:**

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by General Manager, CUGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the CUGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the CUGL he had expressed 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 3% of annualized order value of contract (exclusive of GST) with the validity of 90 days beyond the contract validity. The PBG must be submitted within 21 days from award.

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

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

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

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

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

32. **Insurance:**

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

i) **EMPLOYEES STATE INSURANCE ACT (ESI):**

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

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

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

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

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT will the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

**ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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

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

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

**iv) ACCIDENT OR INJURY TO WORKMEN:**

The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

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

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

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

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

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

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

35. The renderer hereby agrees to provide services and necessary such provision to carry out the work as

given in the scope and description of work.

36. The work executed shall be to the satisfaction of CUGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
37. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
38. The tenderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
39. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.
40. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to CUGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of CUGL.
41. The contractor shall regularly submit all relevant records / documents in this regard to CUGL representative for verification and upon such satisfaction only, CUGL will allow payment to the Contractor.
42. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7<sup>th</sup> of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
43. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
44. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
45. **CUGL RESERVES THE RIGHT TO:**
  - i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
  - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
  - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
46. **AWARD OF CONTRACT:**

The Acceptance of Tender will be intimated to the successful Tenderer by CUGL either by

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

47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.  
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
51. CUGL reserve right to short close/ Terminate the contract any time based on non- performance/ poor performance during contractual period by giving 15 days notice.
52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.
53. The contractor shall take charge of all the materials handed over to him by the company and will be responsible for any loss/damage thereof.
54. The contractor shall issue an identity card to all its employees engaged for the services to be provided. The contractor shall also provide at his own cost safety equipments, materials, uniforms etc to his employees. All the safety rules and regulations will be observed by the persons engaged under this contract.
55. The contract shall be directly and exclusively responsible for any liability arising due to any dispute between him and his employees and shall indemnify the company against all charges, dues, claims etc arising out of the disputes relating to the dues and employments of personnel deployed by him.
56. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligation.
57. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but without obligation to do so) makes such payments as it may consider necessary for smooth working.
58. Contractor shall deploy the resources as per requirements.
59. The company shall have the power to issue necessary instructions to the contractor concerning

discipline, decorum, work performance, safety etc. in respect of the employees of the contractor engaged by him for providing the services to the company and the contractor shall ensure compliance of all such instruction strictly.

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

61. The monthly quoted rates shall be inclusive of Leave wages & other statutory payments for providing such services.

62. Income tax as per rule, any other taxes shall be deducted from contractor's monthly bill / bills. Income Tax deduction certificate shall be issued to the contractors.

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

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

65. **Jurisdiction:**

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

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

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

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

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

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



**BEC**  
**(BID EVALUATION**  
**CRITERIA)**  
**SECTION-V**

## **BIDDER'S EVALUATION CRITERIA (BEC)**

### **A. Bid Evaluation Criteria: Location-Kanpur**

#### **TECHNICAL CRITERIA**

- (i) Service Provider shall have minimum 2 years' experience of providing cars on lease basis to any of PSU/Central govt./State Govt./City Gas Distribution Companies in India in any of the last 7 years reckoned from the bid due date.

For running contract- in case the bidder is executing a contract for providing similar services (Hiring of cars), which is still running, actual year of experience (for partially executed contract) one day prior to the due date of bid submission, shall also be considered for meeting the experience criteria. Such experience will also be taken into consideration provided that the bidder has submitted Work Execution/Completion Certificate to this effect issued by the end user/owner along with work order & SOR.

- (ii) Bidder must have executed at least one similar work(s)/service(s) having minimum value of Rs. 18.48 Lacs (Exclusive of GST) in a single order, in any of the Last 7 years reckoned from the bid due date.

For running contract, if the actual executed value (for partially executed contract) is equal to or more than the value indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value criteria, for which a certificate from the client showing executed value 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.

The bidder shall submit copies of work order/Agreement and its Completion Certificate issued by the client showing reference no. of work order/agreement, completed value and actual date of completion of job towards proof of having the experience of work and single order value criteria.

### **B. Bid Evaluation Criteria: Location Bareilly**

#### **TECHNICAL CRITERIA**

- (i) Service Provider shall have minimum 2 years' experience of providing cars on lease basis to any of PSU/Central govt./State Govt./City Gas Distribution Companies in India in any of the last 7 years reckoned from the bid due date.

For running contract- in case the bidder is executing a contract for providing similar services (Hiring of cars), which is still running, actual year of experience (for partially executed contract) one day prior to the due date of bid submission, shall also be considered for meeting the experience criteria. Such experience will also be taken into consideration provided that the bidder has submitted Work Execution/Completion Certificate to this effect issued by the end user/owner along with work order & SOR.

- (ii) Bidder must have executed at least one similar work(s)/service(s) having minimum value of Rs. 2.88 Lacs (Exclusive of GST) in a single order, in any of the Last 7 years reckoned from the bid due date.

For running contract, if the actual executed value (for partially executed contract) is equal to or more than the value indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value criteria, for which a certificate from the client showing executed value 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.

The bidder shall submit copies of work order/Agreement and its Completion Certificate issued by the client showing reference no. of work order/agreement, completed value and actual date of completion of job towards proof of having the experience of work and single order value criteria.

**C. Bid Evaluation Criteria: Location Jhansi**

**TECHNICAL CRITERIA**

- (i) Service Provider shall have minimum 2 years' experience of providing cars on lease basis to any of PSU/Central govt./State Govt./City Gas Distribution Companies in India in any of the last 7 years reckoned from the bid due date.

For running contract- in case the bidder is executing a contract for providing similar services (Hiring of cars), which is still running, actual year of experience (for partially executed contract) one day prior to the due date of bid submission, shall also be considered for meeting the experience criteria. Such experience will also be taken into consideration provided that the bidder has submitted Work Execution/Completion Certificate to this effect issued by the end user/owner along with work order & SOR.

- (ii) Bidder must have executed at least one similar work(s)/service(s) having minimum value of Rs. 2.88 Lacs (Exclusive of GST) in a single order, in any of the Last 7 years reckoned from the bid due date.

For running contract, if the actual executed value (for partially executed contract) is equal to or more than the value indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value criteria, for which a certificate from the client showing executed value 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.

The bidder shall submit copies of work order/Agreement and its Completion Certificate issued by the client showing reference no. of work order/agreement, completed value and actual date of completion of job towards proof of having the experience of work and single order value criteria.

## **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:

A.	For Location Kanpur:	Rs.	18.48 Lacs.
B.	For Location Bareilly:	Rs.	2.88 Lacs.
C.	For Location Jhansi :	Rs.	2.88 Lacs.

### **Net worth**

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

### **Working capital**

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

A.	For Location Kanpur:	Rs.	3.69 Lacs.
B.	For Location Bareilly:	Rs.	0.57 Lacs.
C.	For Location Jhansi:	Rs.	0.57 Lacs

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

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

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

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

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

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

Price evaluation shall be done on location wise.

In case the bidder quotes for Kanpur, Jhansi & Bareilly locations, the criteria of value (single order value criteria) of both Technical & Financial criteria shall be on cumulative basis.

# **FORMS & FORMATS**

## **SECTION-V**

**F-1**

**BIDDER'S GENERAL INFORMATION**

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify:_____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Whether supplier/ manufacturer / Dealer/ Trader/ Contractor	
5	Number of Years in Operation	
6	Address of Registered Office:  *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001

SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

[Signature of Witness]

Name of Witness:

Address:

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

**Dear Sir,**

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

**Ref.....**

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

**Date.....**

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001

SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

**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: \_\_\_\_\_

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

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

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

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

Ref:

Date:

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001

SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

**Dear Sir,**

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

**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,  
7<sup>th</sup> floor, UPSIDC complex  
A-1/4, Lakhanpur  
Kanpur-208024  
India

**Dear Sir,**

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

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

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

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

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



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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001

SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

**Dear Sir,**

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-9**

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

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

PERFORMANCE GUARANTEE No.

**Dear Sir(s),**

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

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

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

1. We

\_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that  
if default shall be made by M/s. \_\_\_\_\_ in  
performing any of the terms and conditions of the tender or in payment of any  
money payable to Central U.P. Gas Limited we shall on first demand pay without  
demur, contest, protest and/ or without any recourse to the contractor to you in  
such manner as you may direct the said amount of Rupees

\_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.

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

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

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

Yours faithfully,

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

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

---

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

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

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

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.

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

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

Place:

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

Dear Sir,

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

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

Postal Address with Pin Code : .....  
Telephone Number : .....  
Fax Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....  
Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....

---



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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-13**

**BIDDER'S EXPERIENCE**

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

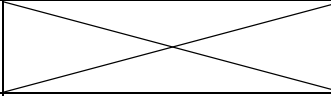
Designation:

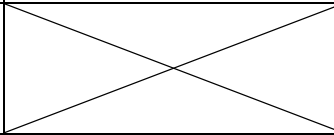
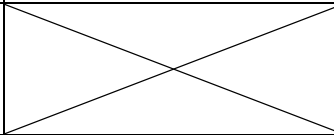
Seal:

**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:

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>	<b>REFERENCE PAGE NO. OF THE BID SUBMITTED</b>
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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

**F-15**

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

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

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

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

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

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

Yours truly,  
for ..... (Name & address of Bank)

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

**F-16**  
**FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER**

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

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

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

**Instructions:**

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

### AGREEMENT

Contract agreement for the work/hiring services of.....2021 (Two Thousand Twenty One) ..... 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.....



**F-17**  
**BIDDER'S QUERIES FOR PRE BID MEETING**

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

Bid Document No: CUGL/C&P/TEN2122/21,229,001  
SUB : Hiring of Vehicles for Kanpur, Jhansi & Bareilly

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

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

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

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

Date

**CA CERTIFICATE FORMAT FOR MSE**

**TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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

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

# **SPECIAL CONDITIONS OF CONTRACTS (SCC)**

## **SECTION-VI**

## **SPECIAL CONDITIONS OF CONTRACT**

1. The Bidder will provide the vehicle registered under the Commercial uses only.
2. The contractor has to obtain vehicle permit for UP, MP and Delhi at his own cost.
3. The Driver should have valid License. In any point of time if found that the driver is in operation the vehicle not having valid license, the rent / charges for entire period will be deducted by the company without any notice / information.
4. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
5. The contractor shall not sub-let or sub-contract any part of this contract/ job without expressed written consent of the company.
6. The persons to be deployed should be on rolls of the contractor/contracting firm.
7. The contractor/contracting firm shall deploy the Drivers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
8. The contractor will employ only adult persons for the works as per the requirement i.e no contract worker below the age of 18 shall be deployed at the site by the contractor.
9. The Contractor's responsibility to ensure compliances of all Central and State Government Rules and regulations with regards to the provisions of the services under this contract. The Contractor indemnifies and shall always keep M/s CUGL indemnified against all losses, damages, claims action taken against M/s CUGL by any Authority / Office in this regards.
10. During the duty, the Contractor's personnel shall not do any private work other than their normal duties.
11. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep M/s CUGL indemnified against all losses, damages and claims arising thereof.

12. Contractor shall be solely responsible for payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of Government. CUGL shall have no liability whatsoever in this regard. Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes/problems are referred to Company. It shall totally indemnify Company in this regard. The Contractor shall be responsible for payment of any compensation/ settlement of any liability arising out of any death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the workmen compensation Act or any Act in force at that time
13. The contractor shall take instructions in all matters from the concerned Officer-In-Charge of the company.
14. The agreed terms and conditions of the agreement shall remain valid and enforceable throughout the period of contract notwithstanding any change in the constitution of both parties.
15. Medical Fitness: All the personnel engaged by the Contractor shall be physically fit and shall be free from all communicable, contagious, infectious and other diseases and shall submit a certificate to CUGL from qualified physician. CUGL reserves the right to get his personnel checked by the Corporation's physicians for such medical examinations.
16. That the Contractor shall also ensure that its personnel deployed in the said premises shall wear proper and clean uniform at all times so that they are identifiable by general public / visitor. M/s. CUGL shall not be liable to pay for these uniforms and / or their maintenance thereof.
17. **Total fixed monthly charges** will comprise of all expenses which includes drivers' salary as per labour regulations, permits, lubricants, repairs and maintenance, provisioning of the breakdown / maintenance, service tax and any other taxes etc.. Bidders shall indicate the discount offered by the dealer on the Ex-showroom price of the vehicle.
18. **Overtime beyond 12 hrs duty**: For evaluation purpose the charges beyond 12 hours of duty per day may be considered during the period of contract (3 years). However, the payment for excess hours duty will be made on actual hours beyond 12 hours will be considered on monthly basis.
19. **Outstation night halt charges & Toll Taxes**: For evaluation purpose the outstation night halt charges may be considered. However, the payment for night halt charges will be made on actual after production of bills, which will be considered on monthly basis. However, toll taxes will be paid on actual on the submission of the same

certified by the user.

20. In case the date fixed for opening of bids is subsequently declared as holiday by the Govt. of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
21. M/s. CUGL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with M/S. CUGL.
22. M/s. CUGL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
23. The liability under relevant sections of Motor vehicle act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
24. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
25. No sub-contracting is permissible without the approval of M/s. CUGL.
26. The contractor shall assign the job of driving of hired vehicles only to qualified experience licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. M/s. CUGL shall have not direct or indirect liability arising out of such negligence, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to M/S. CUGL and have to be suitably compensated by contractor.
27. The contractor has to supply additional vehicles as per the requirement off CUGL. The number of such vehicle to be supply extra will not be more than 50% (may 3 vehicles) of the total contract quantity within contract validity.
28. In case a vehicle which is not registered for the commercial purpose shall be supplied to M/S. CUGL and taxes etc. due on such vehicles shall be liability of the contractor.
29. The contractor shall sent the vehicle for periodical servicing at the cost of the

contractor, M/S. CUGL will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be to the contractor's liability.

30. M/S. CUGL reserves right to counter offer price against price quoted by the bidder.

Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to M/S. CUG

# SCOPE OF WORK

## SECTION-VII



**TENDER CONDITIONS FOR HIRING OF CAR (EX-SHOWROOM WAGON R -CNG FITTED, (2020 MAKE MODEL) FOR 12 HOURS DUTY ON EACH CALENDAR DAY) FOR M/S. CUGL AT THEIR BUSINESS LOCATIONS ( KANPUR)**

**I. OBJECTIVE OF THE PROJECT**

Objective of the contract is to engage contractor (s) for providing Vehicles to be used by M/S. CUGL officials, UPSIDC Building, 7th Floor, A-1/4 Lakhanpur, Kanpur – 208024 at sites of Kanpur, Bareilly & other sites of M/s. CUGL (when required).

**II. GENERAL DEFINITIONS**

1. "VEHICLE" (Wagon -R) means a light motor vehicle especially designed to make road travel a luxurious affair fitted with all necessary fittings and accessories, along with valid registration permit and insurance document and driver. The Vehicle deployed must be of ex-showroom model (latest 2020 manufacture).
2. "Contractor" means any individual firm a company to whom the contract is awarded for deployment of contract carriage vehicles on hire to M/s. CUGL.
3. "SCHEDULE OF RATES" means the schedule attached to this contract.
4. "DRIVER" means a person on the pay roll of the contractor provided on the hired vehicle and is in possession of valid professional driving license not less than three years old issued and duly authorized to drive public services vehicles by the Regional Transport Authority.
5. "UNAUTHORIZED PASSENGER" means any passenger traveling in the Vehicles without the authority of M/S. CUGL or not having Identity Card as proof of being M/S. CUGL Employee.
6. "MONTH" means a complete calendar month of year.
7. "DAY" means a calendar day starting from 0000 hours to 2400 hours.
8. "Hour" means an hour of sixty minutes. For the purpose of hire charges and liquidated damage charges, fraction of an hour upto 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
9. "AREA OF OPERATION OF VEHICLES" means the areas/places connected with activities of M/s. CUGL, Kanpur within State of Uttar Pradesh.
10. "DISTANCE" means the distance by the shortest approachable route unless otherwise specified.

11. "NORMAL DUTY HOURS OF CAR" means 12 hours duty, including half an hour lunch/dinner/break, on any day which shall generally start from 0600 hours or by the time as decided by M/s. CUGL officials.
12. "OVERTIME" means use or detention of vehicle on any day beyond normal duty hours of vehicles till its release from duty either at its designated reporting place or at any place or in any area beyond designation reporting place.
13. "REPORTING PLACE OF VEHICLE" means office of M/s. CUGL, Kanpur, Bareilly & other business locations . Reporting place of vehicle shall be intimated at the time of placement of Work Order and may be changed any time during the currency of contract, if such requirement arises.
14. "NIGHT HALT" means overnight stay of vehicles at any place/in any area beyond its designated reporting place in the interest of M/s. CUGL.
15. "SUITABLE SUBSTITUTE" means Vehicle of model not earlier than ex-showroom vehicle provided.
16. "THE CONTRACT" means the formal contract executed between M/s. CUGL and the contractor.
17. "CAPACITY" means the number of passengers the Vehicle can carry in addition to the driver.

### **III. SCOPE OF CONTRACT**

1. Award of contract will be provided to the successful contractor who will be responsible to deploy the Vehicles on hire for all requirements.
2. M/S. CUGL shall have right to award the whole/part of the contract for hiring of Vehicle at anytime to any other contractors agency/company or individual simultaneously.
3. The Vehicles shall be used for and within the area of operation/requirement within whole of U.P. State. Vehicle can be stationed at any M/s. CUGL sites/ installation/offices. Whenever change of place other than business locations, it will be intimated to the contractor.
4. The vehicles shall be required for M/s. CUGL on service for 12 hours.
5. M/S. CUGL reserves its right change the number (increase/decrease) of Vehicle (s) to be hired during period of contract. In case of decrease in number of vehicles a notice of 30 days shall be given for dehiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a period of 15 days on the same terms & conditions of the contract.
6. The normal reporting of Vehicle will be from 0800 hours or as directed by officer/user and shall be for a minimum 12 hours a day or as directed by the officer/user.

7. Vehicle may be required for all days in a month. In other words, Vehicle (s) may be required for duty on all days of a calendar month including second Saturday, Sundays and other Closed Holidays. No extra payment will be made for such days as per terms of the contract.
8. Vehicle may be required to stay beyond normal duty place and/or normal duty hours in a month during operational exigencies.

**VI. PERIOD OF CONTRACT:**

1. The contract will be valid for period of 3 Years reckoned from the date of placement of vehicle or 15 days from the date of issue of Work Order/LOI Whichever is earlier.
2. The contract normally stands terminated after the expiry of period of the contract. However, M/s. CUGL reserves its right to terminate the contract at anytime by giving 30 days notice in writing without assigning any reasons thereof. The contractor shall have no to claim any compensation thereof.

**V. OPERATIONAL REQUIREMENTS**

1. The tenderer shall be required to deploy contract passenger car to be used generally within the area of District Kanpur & Dist. Bareilly of Uttar Pradesh for M/S. CUGL, Kanpur. However, it may be required to perform duties at any other place in UP State depending upon requirement.
2. For the purpose of 12 hours duty, timings will be fixed by M/S. CUGL for each Vehicle, as per the requirement from time to time.
3. Vehicle should report for duty with sufficient fuel for a minimum 200 KMs. In case sufficient fuel is not available in the Vehicle, the KM run & time consumed by the Vehicle for refueling will be on contractors account.
4. The Vehicle may be required to go to M/s. CUGL sites/outstations without notice and may be required to stay overnight also at sites/outstations. Overnight stay arrangements for the driver/vehicle shall be made by the contractor at his cost.
5. M/S. CUGL does not bind itself to provide any parking place and M/S. CUGL shall not be responsible for safety or security in relation to the tenderer's Vehicle Staff/equipment of any other properties.
6. The contractor shall be required to deploy the Vehicle conforming to the specifications with all requisite tools, new tyres and accessories including spare wheels and the other equipment as per the Central Motor Vehicles Ac./Rules in force. The vehicles will be used for carrying men within State of Uttar Pradesh, Delhi, and Madhya Pradesh for which the

necessary permits have to be obtained by the contractor. The vehicle upholstery, and the state of cleanliness shall be presentable and of good quality. If found otherwise while in M/S. CUGL duty, such Vehicle may not be taken on duty and will attract liquidated damages as mentioned in this contract. Since the vehicle may be used inside Natural Gas/LPG installations, Spark Arrestor should be provided to the vehicle.

7. The contractor shall maintain the Vehicle in absolute good working order. If Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicle or provide the substitute, payment for day(s) will be regulated as per the liquidated damages clause and also the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by M/S. CUGL if any, whichever is higher. The decision of M/S. CUGL shall be final and binding on the contractor. M/S. CUGL need not show the proof of having incurred additional expenditure.
8. The contractor shall ensure that the driver provided on vehicles is well dressed, properly shaven every morning, smart in turnout, disciplined, courteous, well behaved, educated, non-smoker, non Paan masala & non-acholic and decent. The driver must behave properly with the M/S. CUGL's personnel. The contractor shall withdraw such driver from the M/S. CUGL's duty, who does not behave in a proper/disciplined manner or who resumes work under the influence of liquor, etc. M/s. CUGL's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver from M/s. CUGL's duty on complain the Car shall not be accepted for duty and shall attract LD.
9. The contractor will be required to supply vehicle only confirming to the specifications of the tender as and when ordered to do so by M/s. CUGL. In exceptional circumstances M/s. CUGL may however, accept a vehicle(s) other than those as specified in the tender and deduct flat Rs. 400.00 per day from the contractors bills for the said vehicle/period in case of vehicle provided by contractor does not meet the specification e.g. condition of tyres are not good and other specification, indecent behavior of driver.
10. In case any Vehicle is withdrawn from duty by the contractor or if he fails to provide a substitute or provides a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for that day on pro-rata basis against the Vehicle and liquidated damage shall be imposed which shall be recovered from the bill(s) of the contractor without notice.
11. The vehicle on duty is subject to surprise checks by the concerned/authorized Officer of M/s. CUGL for carrying any unauthorized passenger or any conduct prejudicial to the interest or image of the M/S. CUGL. This inspection will also be applicable to a breakdown/maintenance substitute provided by the contractor. In case of any default being detected action shall be taken as per the provisions of contract including de-hiring of the vehicle without assigning any reason thereof.

12. The contractor is to provide vehicle for the duty with tank full. In case sufficient fuel is not available in the Vehicle fuel tank, the KM run and the time consumed by Vehicle (s) for refueling shall be on the contractors account and absence shall attract Liquidated Damages as per mentioned in this contract.
13. The first placement of Vehicle for duty place shall be notified at the time of placement of work Order under this contract. In case of any change of duty place at any time the same shall be intimated in writing or by recording in the logbook in advance if required.
14. The contractor shall display a mark "ON M/s. CUGL DUTY" or so decided by the officer-in-charge on each Vehicle at his cost for making the Vehicle conspicuously distinguishable from a distance.
15. (a) Before and after the duty hours M/s. CUGL and on holidays, the vehicle developed for M/s. CUGL's duty should not be used for other than M/s. CUGL's Duty. In case of the same is detected penalty @Rs. 300.00 per occasion will be imposed.  
  
(b) The driver/contractor shall not carry any unauthorized passenger in the Vehicle(s). In case the same is detected penalty of Rs. 300.00 for each occasion will be and M/S. CUGL has the right to de-hire the vehicle without assigning any reason.
16. The contractor directly and through his employees shall perform all works herein contemplated under this contract. In the performance of the work, contractor is independent with the authority to contact and direct the performance of the work, as M/s. CUGL being interested only in the result. However, the work contemplated herein shall meet the approval of the M/s. CUGL and be subjected to the general rights or direction and inspection with the reference to the results to be obtained and to secure the satisfactory performance thereof. Neither contractor's employees nor employees of its sub-contractors shall be considered employees of the M/s. CUGL.
17. The contractor shall ensure that the speedometer and other instruments/meters for driving and operating Vehicles safety devices, etc. are in first class working conditions and in case of any defect developing of defects pointed out by the M/s. CUGL authority/user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost. The vehicle having defective speedometers, if deployed for M/s. CUGL duty, then the vehicle shall remain idle at the risk and cost of the contractor and is liable to attract the Liquidated Damages. In case the same is put to use for unavoidable circumstances then L.D. shall not imposed/levied.
18. The contractor must keep "Standby" arrangements to keep his vehicle in operational fitness and attend to any breakdown services enroute. If the contractor fails to discharge the duties satisfactorily under the contract, M/s. CUGL reserves the right to cancel/terminate the contract at any time by giving appropriate notices as per terms and conditions of contract.

19. The contractor shall ensure the security arrangement/parking places for their vehicle hired on M/s. CUGL duty. For such security or parking place, M/s. CUGL does not take any responsibility whatsoever.
20. All vehicle reporting should be under the control of contractor after duty hours and he shall be responsible to provide the vehicle when called for after duty hours.
21. The contractor shall have permanent establishment/office with telephone/mobile phone facility and one supervisor to co-ordinate the movement of Vehicle. The supervisor or the responsible representative of the contractor shall have to make visit to M/s. CUGL office as and when required to coordinate the work.
22. The contractor should intimate his permanent address for correspondence/communication in writing along with his office address for correspondence in regard of this contract. Any change in permanent address shall be intimated at least 15 days before such change.
23. The Vehicle once placed and accepted for service shall not normally be changed during currency of contract. However, if such change is necessitated owing to reasons such as major break-down, accidents and unforeseen circumstances, etc., the acceptance of replacement vehicle(s) in subject to inspection and acceptance of Vehicle by concerned/Authority Officer of M/s. CUGL.
24. Driver of the Vehicle normally should not be changed during currency of contract.
25. In case of arranged Vehicle hired from other sources by contractor and deployed for M/S. CUGL's duty, an undertaking on stamp paper of requisite value is required to be submitted from concerned party indicating his willingness and that he will not make any claim whatsoever to the M/s. CUGL.
26. The driver of the Vehicle should bring their lunch along with them while reporting for duty. Any journey undertaken (mileage and time) by the vehicle for this, will be on contractor's account and will not be payable.
27. The contractor shall ensure that his driver does not smoke or drink alcohol & non paan masala eating or carry any inflammable substance when on duty at any of the installations/offices, etc. He shall abide by the usual & special rules regarding safety & security measures while on duty with M/s. CUGL as per the direction of the safety representative of the M/s. CUGL at the work sites/installations.
28. The Vehicles shall not leave the duty point for any purpose (including refueling) without the specific permission & entries in logbook of the user.
29. ESCALATION/DE-ESCALATION:

*Rates quoted are fixed & remain unchanged during the entire period of contract. However, company will consider an escalation/ de-escalation of rates per kilometre will be governed by the increase / decrease of the rate of fuel per kg/per litre ( Kg in case of CNG) and the revision of the per kilometre rate will be considered till the new price taken place. The governing formula for Escalation / De-escalation per KM rate will be as under:*

*Escalation / De-escalation in per Kilo Meter Rate =*

$$= \frac{\text{KM run after rate increase}}{\text{in Kms/ltr.}} \times (\text{New rate of Fuel} - \text{Old rate of Fuel}) \text{ Average of the vehicle}$$

*(Average of vehicle – 05 Rs. /Km shall be considered for evaluation. )*

*The escalation as worked out above will be applicable only in case the price of the fuel beyond increase/ decrease beyond 5% for implementation.*

*The above formula shall also be used for reduction in rate per km., in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation/de- escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc. No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation. Contractor shall submit the actual bills in original issued by Diesel/Petrol/ CNG out lets and shall claim the escalation / de- escalation along with regular bills. The diesel/Petrol/CNG rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.*

#### **QUALITY/CONDITION OF VEHICLES WHILE ON DUTY OF M/S. CUGL**

1. As the Vehicle will be mostly on important duties, a special care has to be taken.
2. The cars shall be kept immaculately shining/pleasant in appearance (from inside and outside) and scratch free.
3. The interior of the cabin must have appropriate, additional fittings to provide the Vehicle with the VIP comfort and appearance with deluxe dashboard, synthetic/additional foot matting, window and rear tinted glasses.
4. Seat spring with proper tension, good supplementary seat-cushions and high quality upholstery to provide extra comfort.
5. Sparkling white (spotless) seat covers of high quality cloth shall be provided. These shall be changed at least two times in a week or more in feed be.

6. The bushing, spring/shock absorbers shall be maintained in excellent condition to provide absolute riding comfort.
7. The vehicles should be noise-free. Any rattling should of loose nuts/bolts windows, shutters, spare wheel with tyre, fan belt and loosely kept tool box etc. Should be completely done away with.
8. Battery, tyres, brakes, head light beam adjustment, for light, side indicators and other lights, starter wiper, window shutter should be in good and smooth working /serviceable conditions.

**VI. VEHICLE DOCUMENT :**

The vehicle should be fit in all respect for operations in accordance with Motor Vehicle must be equipped with valid documents i.e, Registration Certificate Book, Pollution Under Control Certificate, Insurance Certificate, Fitness Certificate(s), Permits (UP, MP, & Delhi) which include all permits for towing, with taxes fees, levies paid upto date during the currency of the contract. This shall include Annual permits/temporary road permits or parking fees, etc. of any required during and for the duty with M/s. CUGL. The responsibility of any lapse in this regard shall be that of the contractors/owners exclusively. However, if the vehicle is required to ply outside the state of Uttar Pradesh, the road permit/taxes as applicable shall be reimbursed by M/s. CUGL on production of relevant receipts by the contractor. M/s. CUGL, its officers/employees shall in no way be responsible for any lapse/default of the owner/contractor and M/s. CUGL, its officers/employees shall in no way be responsible for any lapse/default of the owner/contractor and M/s. CUGL, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

**VII. LABOUR REGULATION AND OTHER ENACTMENTS:**

1. The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicles Rules Pollution Under Control Norms and other relevant Central/State Legislations and orders, rules and regulation of Central/State Government and other authorities. The contractor agrees to indemnify the hold M/s. CUGL and its employees harmless for against/any loss, expenditure and claims penalty, etc. of whatsoever nature to the M/s. CUGL in this regard to the non fulfillment of the obligations and violation by the contractor.
2. The contractor will be fully responsible for any and all disputes arising out of any Labour Act, Minimum wages act, Motor Vehicles Act, Income Tax Act, Payment of Wages Act, Pollutions Control Act EPF Act, ESI act Industrial Disputes Act etc & Other labours laws and will settle the same at his own cost. It is the responsibility of the contractor to pay the driver/any employees as per labour law/payment of Wages Act in force and in case of failure of any claims contractor is personality responsible.



3. The contractor must indemnify M/s. CUGL and its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honour the various Central/State Govt. /Local bodies laws/enactments in this respect.

**TAXES:**

1. The contractor shall pay all the taxes including Road Tax, Permit Fee, Service Tax, Corporate Tax, Income Tax, Sales Tax, Insurance Charges and/or any other taxes levied by Central/State Govt. or any other authorities. However, M/S. CUGL will deduct standard recover towards the Income Tax and or any other recovery as per any other law in-force from monthly payments of the contractor.,
2. Any certificate obtained or produced by the contractor stating the condition of the vehicle(s) offered/placed at the service of M/s. CUGL by any officer of Central or State Government Authority such as M.V.I., etc., as satisfactory shall not supersede the discretion of the M/s. CUGL on specifications regarding the Vehicle(s) for its acceptability to the M/s. CUGL under this contract.
3. Any Vehicle(s) on duty of the M/s. CUGL is subject to the subject to the surprise checks by an authorized officer of the M/s. CUGL for its operational condition or for carrying any unauthorized passengers or any conduct prejudicial to the interests or image of the M/s. CUGL. In case of any default being detected action shall be taken as per the provisions of contract including de-hiring if necessary.

**IX . ADDITIONAL PLACEMENT OF VEHICLE :**

1. In case of increase in number of Vehicle, the contractor shall place the vehicle for the service of M/s. CUGL within 15 days of date of placement of requirement. For any delays in development of vehicles Rs. 400.00 per day will be recovered till the placement of vehicle.
2. All original documents pertaining to the Vehicle are required to be presented produced for inspection before it is put into operation of M/s. CUGL.
3. Once the Vehicle and its documents have been approved for the service of M/s. CUGL that vehicle shall not ordinarily be hanged during the period of the contract except on being defective and another vehicle offered being similar/matching specifications.

**X. LOG BOOK MAINTENANCE :**

1. Log books shall be provided by the contractor in the format suggested by the M/s. CUGL.

2. The contractor/its employee(s) shall ensure entries in the log book/journey slip(s) which shall be arranged by the contractor are properly maintained and recorded in the log book on daily basis and are properly signed by user(s) at the time of leaving the vehicle.
3. In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The log book and are properly signed by user (s).
4. Separate logbook for each month is required to be submitting for each vehicle. These shall be duly filled-up all columns and signed by the officer of the M/s. CUGL using the vehicle and driver immediately on completion of the duty. All the bills will be verified on the basis of log book of the vehicle incorporation any complaints separately received on the performance of the duty. If the name and designation of the user/officer is not clearly identified the payment for such journeys any not be admitted.
5. The responsibility of obtaining the daily KMs run properly entered in the logbook in all respects to tally the distance run and places visited, shall be entirely on the contractor. In case there is some difference, the excess difference, will not be paid and bill(s) will be corrected accordingly and passed for payment.
6. The contractor shall be entitled to payment for the completed kilometers distance for the places of visit as per the logbook entries. It is therefore, the contractors/his driver's duty to obtain the reconciliation of kilometer (IN) and kilometer (OUT) distance with the endorsement of the places visited on any duty carried out. In case of any excess kilometers run the same will be deducted form the total from the total kilometers and no payment will be made. In case the Vehicle used for private purpose/duty such use also is to be got recorded separately in the logbook.
7. The Speedmoter of the Vehicle should not be disconnected when Car etc. is released after duty. The distance traveled on account of to and fro journey from garage to reporting place should not be reflected in logbook.
8. In case the Vehicle is used for private duty under order or otherwise such use also is to be got recorded separately in the logbook.

**XI ACCIDENTS/DAMAGES/CLAIM LIABILITIES:**

1. In the event of any accident or damages while the vehicle is on the duty of M/s. CUGL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle or any person(s) or damage to any property to person. This includes any third party claims. However, if the damage of loss in incurred by M/s. CUGL or its employees as a result or any accident or any other reason involving the failure of the

vehicle/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by M/s. CUGL on this account.

2. The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle equipment to the property or personnel of M/s. CUGL. The contractor shall also be responsible for any claim/compensation that may arise due to damage/cause or injuries sustained by any third party/parties/including life permanent injuries etc., by his/their vehicle, in addition to damages/disabilities/ death, etc. of M/s. CUGL employees/property. The contractor shall reimburse on demand and without any demur, the compensation/damages if any sustained by the M/s. CUGL on this account.
3. The contractor himself will be responsible for any damage to the vehicle or any personal injury to driver or any other person in the employment of contract(s) while vehicle/equipment (s) is on M/S. CUGL duty.
4. M/s. CUGL shall not responsible for any claim/compensation that arises due to damages/ injuries/pilferage to the contractor's vehicle/property under any circumstances while the vehicle/equipment were/are/is engaged for the M/S. CUGL duty by him.
5. It is the responsibility of the contractor to inform the user of the vehicles as well as the Officer-in-Charge the occurrence of any accident involving his/their vehicle as early as possible to avoid any disruption of M/s. CUGL's operations, provide substitute and submit a detail report to the OIC within 24 hours for the record of M/s. CUGL.
6. Absence of vehicle due to any accident may not be entitled for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative / substitute is the responsibility of the contractor unless otherwise exempted for reasons beyond the contractor's control.

## **XII. INSURANCE**

1. Hired vehicle should be fully / comprehensively insured by the contractor at his own cost covering all risk and liabilities.
2. All liabilities arising out of the accidents, disturbances to the vehicle operations of the M/s. CUGL will rest upon the contractor.
3. The copies of documentation in respect of insurance shall be submitted to M/s. CUGL on the date of placement of vehicle and renewals made subsequently shall be submitted in time.

## **XIII. RATE**

1. M/s. CUGL shall pay for the services of the Vehicle at the rates mentioned in Schedule of Rates enclosed.

2. Rates to be quoted considering the market conditions, which will be the same for all three years.
3. Outstation night halt charges shall be quoted separately. M/s. CUGL has the right to consider outstation night halt charges at the time of evaluation or not.
4. The rates towards excess Km beyond 30000 km per year (2500 per month) should be quoted separately as per SOR . However excess mileage beyond 30000 km will be calculated on yearly basis , if considered.
5. The rates, offered in Schedule will include all expenses related all expenses on drivers viz., salary as per labour regulations including parking free permits, lubricants, repairs and maintenance, including the provisioning of the Road tax, breakdown / maintenance, reserve taxi, service tax, income tax, etc., whatsoever required for the specific performance of this contract. Such expenses shall include expenses on Regional Transport Authority, Labour Authorities, Local Government and Municipal Authorities dues, comprehensive insurances, local services and any other expenses wherever or whatsoever necessary for the continuance / operation of such services. M/S. CUGL shall not be liable to make any other payment except the agreed rates.

**XV. BILLING AND PAYMENT:**

1. M/s. CUGL shall not be liable to make any other payment except the agreed hiring charges. The rates offered should include all the expenses on driver's viz., salary as per labour regulations (including bonus, overtime etc.) uniform, all taxes, permit, repairs and maintenance of vehicle, including the provisioning breakdown / maintenance / reverse vehicle, etc., whatsoever required for the specific performance of this contract. All such expenses shall also include, but not restricted to, expenses on Regional Transport Authority, Labour Authorities and Local Government and Municipal Authorities dues, comprehensive or all risk cover insurance, local services and any other expenses wherever or whatever necessary for the continuance / operation of such services. M/s. CUGL shall not be liable to make any other payment except the agreed hire charges only.
2. The contractor shall submit bills in respect of the service (car) rendered by him in duplicate on monthly basis for all the Vehicle(s) and not in piece meal in the prescribed Performa duly verified and certified by the user in the interest of M/s. CUGL's work. The bills shall show date-wise services rendered as per the logbook.
3. Payment will be released for the correctly made bills normally within 15 days. No claim of interest for any delay on billed amount will be entertained by M/s. CUGL.
4. M/s. CUGL reserves the right to recover from the bill(s) security deposit of the contractor, the amounts due to the M/s. CUGL against any Liquidated Damages or as a result of any claim(s) / compensation(s) or due to any statutory imposition, etc., without prior notice.

M/s. CUGL also reserves the right to withhold any payment to safeguard the interest of the M/s. CUGL against any due(s) claim(s), etc. The decision of Officer-In-Charge in this regard shall be final and binding on the contractor.

5. No interest shall be payable on withheld amounts.
6. The Income Tax and Service Tax etc as applicable shall be deducted by Accounts Department from the bill passed.

**XVII. TERMINATION**

M/S. CUGL may, without prejudice to its right against the contractor in respect of any delay or otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing to absolutely terminate the contract with immediate effect in any of the following cases.

- (a) In the event of the contractor going into liquidation or winding up his business or making arrangement with his creditors, M/S. CUGL shall have the right to terminate the contract without prejudice to any other rights / remedies.
- (b) In the event, if it is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by making any misrepresentation.
- (c) If in the opinion of M/S. CUGL, the contractor has delayed or suspended the execution of work, the facilities and Vehicle etc., offered by the contractor to be inadequate for effective completion of the job.
- (d) In the event of any breach of the terms and conditions of the contract by the contractor or if the contractor is found to be indulging in activity subversive to M/S. CUGL's interest or activity prejudicial to the interests of M/S. CUGL and for any other good or sufficient reasons.
- (e) Up to such termination of the contract the Security Deposit / Contract Performance Bank Guarantee are liable to be forfeited / invoked to satisfy the outstanding claims of M/S. CUGL.

Notwithstanding anything contained above, M/S. CUGL may, as its sole discretion, terminate this contract by giving the contractor 30 days written notice to the effect, without assigning any reasons whatsoever.

The contract shall be deemed to have expired on expiry of the original period of 36 months unless extended.

**Vehicle Pooling**

Pooling shall be calculated annually on vehicle wise ( all vehicles ) for same segment of respective location since evaluation of the bids shall be done on location wise basis.

Payment of Extra KM due to short / excess of 30,000 KM will be pooled on annual basis.

# **HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS**

## **SECTION-VIII**

## **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

### **1.0 SCOPE**

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

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

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

relevant IS specifications or equivalent.

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

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

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

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

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



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

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

# **SCHEDULE OF RATES (SOR) SECTION-IX**

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