



CENTRAL UP GAS LIMITED

**BID DOCUMENT FOR THE HIRING OF
CONSULTANT FOR EPMC
(ENGINEERING & PROJECT
MANAGEMENT CONSULTANT) FOR
KANPUR, UNNAO, BAREILLY &
JHANSI FOR 02 YEARS**

BID DOCUMENT NO : CUGL/C&P/TEN2324/32

E-TENDER No. 55090

OPEN DOMESTIC COMPETITIVE BIDDING

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IFB

(INVITATION FOR BID)

SECTION-I

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



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

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2324/32

Date: 26.05.2023

To,

Kind Attn: Mr.

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	NA
7.	Pre-Bid Meeting	NA
8.	Bid Due Date with Time	<u>06.06.2023 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

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

(Sunil Kumar)
26/05/23
(Sunil Kumar)
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

BEC
(BID EVALUATION
CRITERIA)
SECTION -II

BID EVALUATION CRITERIA (BEC)

TECHNICAL CRITERIA

1.0 Technical Criteria

- A. Bidder should have completed/executed at least 1 (one) job of Project Management Consultancy services for City Gas Distribution (CGD) Projects in single order of value not less than INR 172.55 Lacs (Inclusive of GST) in previous 7 years reckoned from the bid due date.
- i) The above job should include construction and supervision services for MDPE pipeline laying / Steel Pipeline Laying / associated facilities for PNG Connections to Domestic, Industrial & Commercial sectors etc.
 - ii) The above job should include either Network designing or Capacity Determination Study for Steel & MDPE pipeline.
 - iii) The above job should include Procurement and Tendering assistance for the major items/services required for CGD Network.
 - iv) The above job should include Inspection at Vendor's Place/Site anywhere in India.

Documents to be submitted:

1. Bidder has to submit Purchase/Work Order mentioning the contract value, contract period and scope of work as documentary evidence and its successful completion/execution certificate issued by the client in support of Point No. A for having successfully completed the assignment to establish experience in above mentioned services.
2. 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, details of work executed shall be submitted by the bidder along with copy of work order. The copies of work order/agreement and execution certificate from client should be duly self certified/ attested by notary public with legible stamp.

3. The Purchase order/Work order/Agreement issued before 7 year from bid due date but work was completed/executed within the 7 years from the bid due date shall also be considered for meeting the single order value criteria. In this case, bidder has to submit client issued execution/completion certificate with clearly mentioned details of work executed, execution period and execution / completion value. The documents should be duly self certified/ attested by notary public with legible stamp.

Note:

The experience of the bidder for Design, Engineering & Project Management Consultancy services as per the above requirements must be of their own and not with the support of another party/parent company/subsidiary/ partner firm/group firm/Backup Consultant etc.

CUGL at its discretion may ask to submit other additional required documents against BEC.

All documents furnished by the bidder in support of meeting the technical criteria of BEC shall be duly self certified / attested by notary public with legible stamp.

FINANCIAL CRITERIA

1.1 Annual Turnover

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

Minimum annual Turn Over: Rs. 172.55 Lacs.

1.2 Net worth

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

1.3 Working Capital

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

Minimum working capital: Rs. 34.51 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.

The Price Evaluation shall be done on Package basis.

ITB
(INSTRUCTIONS TO
BIDDERS)

SECTION-III

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.abcprocure.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.abcprocure.com>.
2. For registration on the e-tender site <https://cugl.abcprocure.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@abcprocure.com, satabdi@abcprocure.com with a copy to info@abcProcure.com for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class III** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

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

4. Corrigendum/ amendment, if any, shall be notified on the site <https://cugl.abcprocure.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.abcprocure.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/revised 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:

9081003339/7968136832

E-mail id: allocation@eptl.in / info@abcProcure.com

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr. Sunil Kumar

E-mail: snkumar@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Ms. Sushmita

E-mail: sushmita@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 Corrup & 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: Scope of works (SOW)
- Section-VII : HSE Specification
- Section – VIII: Price schedule/Schedule of Rates (SOR)

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

8.0 CLARIFICATION ON BID DOCUMENTS

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

9.0 AMENDMENT OF BID DOCUMENTS

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

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

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 in Price Schedule.

13 TAXES & DUTIES

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

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities

along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

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

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

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

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

- 13.11 **Anti-profiteering clause**

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

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

21.0NA

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 WITHDRAWL OF BIDS

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

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

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

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

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

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

The Owner/Employer reserves the right to accept or reject any bid, and to 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 SCC- 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

ARTICLE 1.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between CUGL and Consultant for Services as per this Bid document.

CUGL/OWNER shall mean Central U.P. Gas Limited

CUGL'S REPRESENTATIVE means the person appointed or authorized from time to time by CUGL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person 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.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by CUGL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 1.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

1.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to CUGL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

1.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of CUGL.

ARTICLE 1.3: CUGL'S REPRESENTATIVE

1.1.1 CUGL shall nominate its Representative(s) who shall be entitled to act on behalf of CUGL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

1.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between CUGL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify CUGL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with CUGL's consent after getting approved his CV's from CUGL. CUGL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to CUGL.

1.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 1.5: PAYMENT TERMS

1.5.1 CUGL shall pay for the services rendered as per stipulation in the tender through NEFT/RTGS All Bank charges of consultant's Bankers shall be to the consultant's account.

1.5.2 Consultant will invoice CUGL according to the terms and conditions provided in the tender.

1.5.3 Payment terms shall be as per clause No. 09 of Special Condition of Contract.

1.5.4 In case of disputes concerning invoice(s), CUGL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- AIL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between CUGL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 1.6: PERFORMANCE GUARANTEE

1.6.1 Consultant shall submit to CUGL an unconditional, irrevocable and on first demand guarantee 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, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 3% of total annualized order value (excluding GST) for the due performance of the Contract. The Contract Performance Guarantee shall be valid 90 days beyond the contract validity. The format of performance guarantee is annexed hereto. All expenses incurred in obtaining of such guarantee shall be borne by Consultant. This is to be submitted within 21 days from notification of award.

1.6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 1.7: CONFIDENTIALITY

1.7.1 Consultant/CUGL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents,

technical data, experience and know-how given to him by CUGL/Consultant without the prior written consent of the latter.

- 1.7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 1.8: TAXES AND DUTIES

- 1.8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 1.8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by CUGL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 1.8.3 Consultant will not claim from CUGL any taxes paid by him.
- 1.8.4 CUGL shall deduct Income tax at source at applicable rates.

ARTICLE 1.9: RESOLUTION OF DISPUTES / ARBITRATION

- 1.9.1 CUGL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 1.9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

CUGL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and CUGL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the CUGL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Kanpur , India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract

are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

1.9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 1.10: LEGAL CONSTRUCTION

1.10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Kanpur.

ARTICLE 1.11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

1.11.1 CUGL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.

1.11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

1.11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

1.11.4 By fifteen days prior notice, CUGL may request Consultant to resume the performance of the services, without any additional cost to CUGL.

1.11.5 In case of suspension of work by consultant on CUGL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

1.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 1.12: PRICE REDUCTION SCHEDULE (PRS)

1.12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 1.19 hereinafter or due to CUGL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

1.12.2 CUGL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from

its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and CUGL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which

CUGL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of CUGL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 1.13: ASSIGNMENT

1.13.1 Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of CUGL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 1.14: INDUSTRIAL AND INTELLECTUAL PROPERTY

1.14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep CUGL harmless and indemnify CUGL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

1.14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to CUGL will be property of CUGL.

1.14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by CUGL for carrying out of any services with any third parties.

1.14.4 Consultant shall not without the prior written consent of CUGL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 1.15: LIABILITIES

1.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

1.15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

1.15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 1.16: TERMINATION OF CONTRACT

- 1.16.1 Termination for Default CUGL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as CUGL may authorise in writing) after receipt of the default notice from CUGL.
- 1.16.2 Termination for Insolvency CUGL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CUGL.
- 1.16.3 Termination for convenience CUGL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by CUGL till the date upon which such termination becomes effective.
- 1.16.4 Summary of Termination of Contract Due To Submission of False Documents: Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, CUGL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to CUGL under the contract such as forfeiture of Security Deposit, withholding of payments etc.

In case the issue of submission of false document comes to the notice after execution of the work, CUGL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

Further, such contractor/bidder shall be blacklisted for future business with Central U.P. Gas Limited

ARTICLE 1.17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 1.18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of as per proforma within 30 days from the date of receipt of FOA/LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and

communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 1.19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise CUGL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, CUGL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither CUGL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the CUGL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 1.20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract. No deviation from such conditions shall be made without CUGL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by CUGL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 1.21: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by CUGL. Upon the request of CUGL, the consultant shall submit for CUGL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 1.22: NOTICES

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

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

ARTICLE – 1.23: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. CUGL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

ARTICLE -3.24: ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

"In items rate contract where the quoted rates for the items exceed 50% of the CUGL's estimated rates, such items will be considered as Abnormally High Rates Items (AHR). and payment of AHR items beyond the SOR stipulated quantities shall be made at the provisions made in the documents.

SOW
(SCOPE OF WORKS)

SECTION-V

PROJECT MANAGEMENT CONSULTANCY SERVICES

INTRODUCTION

CENTRAL U.P. GAS LIMITED (CUGL), a joint venture of GAIL and BPCL, in KANPUR, UNNAO, BAREILLY & JHANSI CITY GAS DISTRIBUTION PROJECT is supplying Piped Natural Gas (PNG) to Domestic, Commercial, Industrial consumers and automobiles, through Steel / PE pipeline networks in Kanpur, Unnao, Bareilly & Jhansi.

CUGL intends to engage a Project Management Consultant (PMC) to execute, supervise and manage the design, procurement, construction activities of the project.

The broad services under Project Management consultancy are detailed below for carrying out City Gas Distribution Projects. The following jobs/services are in the scope of PMC:

- Capacity Determination Study of Existing Network
- Planning & Scheduling
- Tendering for Purchase of equipments and materials
- Inspection/ Expedite of equipment/Materials being manufactured by vendors
- Control and accounting of issuance of CUGL's Material to contractors
- Construction Management & Supervision
- Project Commissioning / Specialized Commissioning Assistance whenever required
- Project Cost Monitoring
- Project Monitoring and Reporting
- Project closeout

AREAS AND SCOPE OF WORK

Main areas where CUGL plans to lay Steel & PE network in current, next financial years are Kanpur, Unnao, Bareilly & Jhansi.

The approx. number of domestic connections planned to be connected in two financial years shall be around 50,000 nos. & 60 Kms of CS Pipeline Laying and Commissioning (of various Dia. 4"/6"/8") in addition to that CUGL intend to connect industrial/ Commercial connection also as CUGL plan in different areas.

The area of steel pipelines to connect the CNG Stations & DRS, will be decided and communicated from time to time. The size of the steel pipelines shall be normally 4"/6"/8" in Kanpur, Unnao, Bareilly & Jhansi. However, the size may vary depending on the requirement.

CUGL'S SCOPE

CUGL shall provide the details of potential customers, annual business plan or any other suitable information required to complete the project for the period of contract.

DETAILED SCOPE OF WORK / SERVICES OF THE BIDDER

1.0 PROJECT MANAGEMENT

The Project Management services to be performed by the Bidder shall include but not limited to the following:

- 1.1 Preparation of an overall project schedule i.e. Engineering, Procurement and Construction Schedule
- 1.2 Network Design & preparation of construction drawing of pipeline network before start of work
- 1.3 Identifying priority activities and target dates for completion based on the annual business plan.
- 1.4 Liaison with CUGL, TPI, Vendors and Contractors.
- 1.5 Procurement Activities
- 1.6 Progress monitoring and Reporting
- 1.7 MIS preparation and commissioning assistance.
- 1.8 Hold weekly / fortnightly project review meetings with CUGL or as mutually agreed.
- 1.9 Engineering, approval of Quality Assurance Plans, scheduling and expediting of material supply.
- 1.10 Preparation and release of material requisition for enquiry, preparation of cost estimates, technical and commercial scrutiny of offers and recommendation for order placement.
- 1.11 Inspection of materials at vendors place, wherever required and as per the instructions of CUGL, for which separate Man-days will be paid according to SOR.
- 1.12 Inspection and approval of incoming material at CUGL stores.
- 1.13 Approval and ensuring Vendor's as built drawings operation manuals, brochures, catalogues etc. for supply items and handing over to CUGL within the stipulated time.
- 1.14 Joint measurement, quality checks & verification of contractor's running bills and certification for payment.
- 1.15 To establish procedures for extra items in the contracts and supply orders.
- 1.16 Preparation of tender specifications for execution works technical and commercial scrutiny of offers and recommendation for order placement.
- 1.17 Assist in coordination with various statutory / Land owning agencies in obtaining clearance for laying of pipelines and/ or wherever required to meet the schedule.
- 1.18 Supervision of site activities
- 1.19 Establishment of working procedures, QA/ QC procedures
- 1.20 Documentation and signing of site reports, measurement sheet and certification of RA bills of contractors etc.
- 1.21 Updating the networks and project schedules regularly
- 1.22 Developing project information system for highlighting slippage and hold ups for management action and control
- 1.23 Submission of Material reconciliation reports
- 1.24 Preparation of Bills of Material
- 1.25 Payment & liability details, asset capitalization details, work in progress details
- 1.26 Last Mile Connectivity for commercial/Industrial customers
- 1.27 Submission of Progress reports in various formats, as per the instructions of CUGL

- 1.28 Finalization and Closing of contracts after verification / certification of final documents, As Built Drawings, reports and handing over to CUGL
- 1.29 Resolving disputes, arbitrations with vendors, contractors, if any
- 1.30 Submit the project completion report, highlighting various problems encountered and solutions provided.

2.0 RESIDUAL ENGINEERING

- 2.1 Scope shall be in-line with SOR item.

3.0 CONSTRUCTION MANAGEMENT

- 3.1 Prepare construction schedule.
- 3.2 Planning & Execution
- 3.3 Daily Site Inspection
- 3.4 Joint measurement, quality checks & processing of contractor's bill etc.
- 3.5 Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- 3.6 Review contractor's resources and schedule.
- 3.7 Ensure that all statutory requirements like Labour License, EPF, ESI, CAR policy WCP etc are followed by contractors during execution period and submit reports to CUGL periodically as decided by EIC. It is BIDDER's responsibility to send reminders to contractors and ensure that the contractors follow all statutory requirements.
- 3.8 Coordinate with contractors & CUGL.
- 3.9 Carryout construction supervision activities based on the approved construction drawings.
- 3.10 Carryout progress measurement, scrutiny, and certification of contractor's bills.
- 3.11 Inspection of day to day activities at site and signing of reports.
- 3.12 Assist in liaisoning with land owning agencies and day to day to coordination with the authorities.
- 3.13 BIDDER shall use its construction management procedure (CMP) and review all the QA/QC formats submitted by the execution contractors in order to maintain required quality during construction.
- 3.14 Supervising and monitoring the activities to ascertain that the work is being carried out according to the standards and procedures established and certification

of the day to day inspection reports.

- 3.15 Certification of measurement sheets and clearing Running Account Bills/Final Bills.
- 3.16 BIDDER shall provide necessary technical assistance for settlement of extra claims raised by the contractors and arbitration cases. BIDDER shall provide recommendations on extra claims raised by contractors. Final acceptance/ settlement will be taken care by CUGL.
- 3.17 Recommendations for closure of purchase orders and works contracts.

4.0 'AS-BUILT' DRAWINGS/ DOCUMENTS

Follow up with vendors and contractors for 'As-built' drawings/documents, review/approve 'As-built' drawings/ documents and forward the same to CUGL within the stipulated time. It is the responsibility of the consultant that As-Built Drawings are approved and handed over at the time of commissioning of work in every site of all contractors.

5.0 Deleted

6.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the consultant shall plan and execute work accordingly.

7.0 MANPOWER DEPLOYMENT FOR SITE ACTIVITIES

The Manpower deployed for the project shall be qualified, experienced in the similar field and the number of people shall be reasonably sufficient to carry out the activities without any delay.

The qualifications for site engineers for PNG- MDPE/GI shall be as follows:

- For PE pipelines and GI laying works, site engineer shall be Diploma in Mechanical Engineering with minimum of 7 years of experience or B.E. / B.Tech. in Mechanical Engineering with minimum 4 years of experience in similar field.
- The Resident Construction Manager shall be B.E. / B.Tech. in Mechanical Engineering with 12 years of experience or Diploma in Mechanical Engineering with minimum of 15 years of experience in Similar field.
- Resume/CV shall be forwarded to CUGL for approval for appointment of the PMC manpower.
- The number of sites for PE pipelines and GI laying works at any point of time may vary depending on the progress and business plan. CUGL intends to engage approximately 36 nos. of contractors for MDPE/GI installation of PNG Domestic connectivity in all the GA's. The PMC shall deploy sufficient number of Engineers per location as per the site conditions and volume of

work. However, the minimum manpower to be deployed by PMC for each location shall be as under:

S. No.	Location	Minimum Manpower		
		RCM	Site Engineer	Total
1	Kanpur	1	6	7
2	Unnao	1	3	4
3	Bareilly	1	6	7
4	Jhansi	1	6	7
	Total	4	21	25

Consultant shall deploy manpower beyond minimum manpower as per site requirement and in-line with the decision of EIC.

One Project Manager shall also be allocated for coordination with CUGL in their head office by PMC with qualification as B.E. /B. Tech. (Mechanical Engineering), with min. 15 yrs. experience.

The qualifications for site engineers for Carbon Steel work execution shall be as follows:

For steel pipeline activities, site engineer shall be B.E. / B. Tech. (Mechanical Engineering) with minimum 5 years of experience or Diploma in Mechanical Engineering with minimum 8 years of experience in hydro- carbon pipelines and possessing valid RT / UT level-II certificate.

Note: 100% of the manpower shall be on the roll of PMC.

TENDERING ACTIVITIES:-

1. PREPARATION OF TENDER:

Scope of Works include Preparation of tender for materials & services, hosting of NIT/recommendation for list of bidders floating of tender, receipt of bids and opening of bids.

1.1 EVALUATION OF BIDS

- a. Scrutiny and Evaluation of tenders, preparation of TBA & CBA, and forwarding Techno-Commercial recommendation to CUGL for opening of price bids.
- b. Opening of price bids by CUGL & the PMC in presence of technical, contract & finance personnel of CUGL/PMC.
- c. Price evaluation, preparation of comparative statement and recommendation to CUGL for placement of orders.
- d. Forwarding draft LOA to CUGL along with purchase requisition.
- e. Submission of one set of all Correspondences in (technical & commercial) carried out with various bidders during evaluation period to CUGL.
- f. Submission of two set of hard copy of tender and one set in soft (in CD-word format).

- g. Approval & Submission of deviations granted to various bidders during evaluation in-line with tender terms & conditions.
- h. Approve manufacturing procedures, wherever necessary and identify materials to be used by vendors in their shop.
- i. Submit periodic progress reports highlighting hold-ups and slippages, if any, to CUGL and suggest remedial measures
- j. Prepare recommendations for closure of Purchase Orders issued by CUGL on supplier.
- k. Rating of vendors depending on the quality and performance of the items supplied, commitments to the delivery schedule, after sales services etc.

1.2 Inspection & Expediting.

1.2.1 Prepare inspection procedure.

1.2.2 Establish vendors and manufacturing schedules

1.2.3 Expedite vendors for timely action on sub contracted items.

1.2.4 Approve Quality Assurance Procedures.

1.2.5 Verify and approve vendor 's procedures for manufacturing.

1.2.6 Carryout inspection of the items procured

- a) As vendor's place, wherever required in India, inclusive of Transportation (To & Fro), Boarding/Lodging and Miscellaneous expenses and as per instructions of CUGL, for which separate man-days will be paid as per SOR.

1.2.7 Carryout inspection of the items procured through the contractors.

1.2.8 Carryout expediting of the items.

- a) Stage by stage expediting of progress, as required, to be carried out by BIDDER.
- b) In case if any expediting services are to be carried outstation, PMC shall be required to deploy its manpower in-line with the decision of EIC.

1.3 Custom Clearance and Transportation

1.3.1 Rail / road route identification and establish modalities for transportation.

1.3.2 Assist CUGL in establishing clearing/ transportation contractor and site handling contractors & coordination with the same. All costs on this account shall be directly borne by CUGL.

1.3.3 Assist CUGL in custom/ transportation problems.

1.3.4 Assist CUGL in establishing storage-cum-erection cover and transit insurance cover for all equipment and materials. All costs incurred on the account shall be borne directly by CUGL.

- 1.3.5 Assist CUGL to file and settle claims limited to the period up to mechanical completion of plant/ equipment and 3 months thereafter.
- 1.3.6 Coordinate activities of indigenous vendors, transporters and insurance agents by maintaining a regular contract with them for inland transportation of materials.
- 1.3.7 Expedite material movement for critical items till receipt at site.
- 1.3.8 Assist in Registration of all imported orders with custom authority. All cost on this account shall be directly borne by CUGL

1.4 TENDERING ACTIVITIES

All efforts to be made for the floated tender to be completed in all respect during the contract period. In case of any tender remaining incomplete due to any reasons, the PMC shall complete the scope of work of the SOR item beyond the contract period.

a. CAPACITY DETERMINATION

- 1.5.1 Collect required data including digitized map duly marked up with entry & exit load of PNG, steel pipeline network for simulation from CUGL.
- 1.5.2 Carry out simulation based on existing installation provided by CUGL to estimate the capacity of CUGL's present gas grids as per PNGRB Regulation.
- 1.5.3 Provide the detailed throughput capacity of the pipeline based on present conditions
- 1.5.4 The analysis to be carried out as per PNGRB's regulation to carry out capacity determination. Proper report along with filled desired Schedules to be provided.
- 1.5.5 All simulation to be done on synergee software and files of all the documents shall be submitted to CUGL.
- 1.5.6 Attend meetings with PNGRB, if required. In case any visit to CUGL GA or PNGRB is required, the same shall be done free of cost without any implication to CUGL.
- 1.5.7 CUGL shall provide following data in due time as necessary for completion of activity:

- a. Route Survey, Geotechnical survey reports and map
- b. Gas composition
- c. Minimum function specification
- d. Basic design parameters
- e. Process parameters
- f. Details of Gas grid.
- g. Any further information required by service provider for successful completion of activity.

1.6 ADDITIONAL PMC FEE, COST ADDERS AND RE-TENDERING:

- 1.6.1 Change in drawings / documents in case of site decisions, land availability is to be carried out by the PMC without extra cost.

1.6.2 Re-tendering of any package, if any, shall be done without extra cost to CUGL. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by PMC within the quoted cost and no additional fee shall be paid.

1.7 OTHER CONDITIONS:

1.7.1 The Consultant shall perform the work under this Contract with diligence and conforming to the best international practices available in this area.

1.7.2 The Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law.

1.7.3 The Consultant shall take approval / concurrence from CUGL on major and critical issues e.g. Design Basis, P&ID's, etc.

1.7.4 There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.

1.7.5 The Consultant shall suggest measures to cut down cost and time over run without compromising the quality of work required in implementing the project.

1.7.6 The Consultant shall provide approved drawings, etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.

1.7.7 Consultant shall have to review the Pipeline hydraulics, if found necessary.

1.8 PROJECT DOCUMENTS / COMPLETION / CLOSEOUT REPORT:

1.8.1 Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- (i) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to CUGL.
- (ii) Submission of all project related documents to CUGL for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:
 - (a) As-built drawings.
 - (b) Problems faced during the project execution and mitigation measures taken in future.
 - (c) The complete set of correspondence files for each package / order.

Submission of all evaluation sheets of performance for all vendors, Contracts in line with established procedures to whom orders were placed.

**SCOPE OF
CONSULTANTS
SERVICES**

SECTION-VI

CONSULTANT'S SCOPE OF WORK

The Project Management Consultant shall meet the requirement regarding deployment of sufficient and efficient manpower with prior approval of CUGL.

The PMC Project Manager will be the Site-In-Charge for the said Project. The scope of work of the PMC is broadly defined under the following heads but not limited to:

- (i) Design & Detailed Engineering.
- (ii) Planning & Scheduling.
- (iii) Tendering & ordering including purchase of all equipment and materials, custom clearance, transportation of materials / equipments to site, etc.
- (iv) Inspection / expediting of equipments / materials being manufactured by vendors including contractors supplied items.
- (v) Construction Management & Supervision
- (vi) Project Commissioning / Commissioning Assistance.
- (vii) Project Cost Control, Management & Monitoring.
- (viii) Project Closeout.

1.1 GENERAL:

- (i) Review the existing DFR inputs if any, but not limited to technical & commercial aspects like line sizing, pipeline configuration, costs, etc.
- (ii) Basic Engineering & Hydraulics.
- (iii) Preparation of drawings, Material Requisitions and Project Document Index. Digitization of all project-related documents through CUGL's approved system.
- (iv) Carryout all necessary calculations and conduct all appropriate design procedure and analysis, as required, to optimize the sizing and selection of the equipment and specification of materials.
- (v) Identify all the interface points / battery limits (through CUGL) and incorporate them on relevant drawings and documents.
- (vi) The consultant shall provide all technical documents / liaisoning assistance with statutory authorities like Ministry of Surface Transport, SPCB (State Pollution Control Board), Forest authorities, railways, irrigation, National / State Highways, CCOE (Chief Controller of Explosives) for obtaining various statutory permissions.

- (vii) The Consultant shall submit deliverables at various stages of Engineering, Tendering, Inspection & Expediting, Scheduling, Delivery, Installation and Construction. Timely report is highly emphasized.
- (viii) Provide field engineering assistance.
- (ix) Prepare overall design basis.
- (x) Finalization of Material Requisition (MR).
- (xi) Preparation of cost estimate for tenders within stipulated time.
- (xii) Invite bids for procurement of materials / equipments, evaluation of Un-Priced & Priced Bids, purchase recommendation, assistance during negotiations.
- (xiii) Preparation of tender documents, hosting of Tender Documents on Bidder/CUGL websites, invite bids, Opening and evaluation of Un-priced and Price
- (xiv) Bids, recommendation for award of job, assistance during negotiations.
- (xv) Preparation of Letter of Intent, Work Orders / Contract Orders, Purchase Requisition (PR).
- (xvi) Review and approval of design / drawings / documents in time submitted by vendors / contractors / suppliers.
- (xvii) Quality Control and Inspection Plan in India and abroad as per specified standards and procedures. PMC shall be solely responsible for ensuring the delivery of ordered materials within CDD. Any extension should be avoided and PMC will be penalized for reasons attributable to PMC. The value of the penalty shall be 0.5% of the PMC fee per week with a ceiling of 5% of the PMC fee for the particular package.
- (xviii) Review and approval of "As-Built Documents / Drawings".
- (xix) Domestic travel to site shall be performed by the consultant and frequency of such visits shall depend upon the need before start of construction.
- (xx) PMC (Foreign / Indian) shall participate in monthly review meeting with CUGL without fail.
- (xxi) Certification of bills for payment.
- (xxii) Construction supervision including certification of contractor's bills.
- (xxiii) Assisting in lodging of Insurance claims and realization of the same: It shall be the PMC's responsibility to carry all the technical & coordination works for lodging of insurance claims and realization of these claims from the insurance

agencies. However, taking of insurance policies and payment of its premium would be in scope of either Vendor or Contractor or CUGL as per the Contract.

(xxiv) Custom Clearance and Transportation of Equipment(s) / Materials:

The scope for the PMC includes assisting in engaging of custom clearance and transportation agencies, custom clearance, material handling, etc. of the imported materials for orders on foreign vendors placed by PMC / Purchaser and transportation of them up to site. Costs towards custom clearance, customs duties and transportation charges shall be reimbursed by CUGL on submission of actual bills raised by the custom clearing agency/ transporter and proof of payment to the custom clearing agency/ transporter.

(xxv) Performance of Vendors / Contractors:

- a. PMC to carry out the performance evaluation of vendors / contractors as per instruction of EIC.
- b. Along the order / contract closing statements, the consultant shall provide performance evaluation report of the vendors / contractors as per the direction of EIC.

PROCESS DESIGN:

This will comprise of the following as and when required but not limited to:

- (i) Process Design basis including Process Description, Operation & Control Philosophy
- (ii) Equipment Process Datasheets
- (iii) Equipment List
- (iv) Process Flow Diagrams
- (v) Piping and Instrumentation Diagrams (P&ID's)
- (vi) Piping GAD, Civil Plot Plan / Layout & Residual Engineering as per statutory requirements, etc.
- (vii) Instrument List and Datasheets
- (viii) Utilities Requirement and their Specifications
- (ix) Piping Material Specifications
- (x) Line Schedule

- (xi) Process Description
- (xii) Disaster Management Plan (DMP)

Pipeline / Piping (Specifications for all Pipeline Laying/Civil/Mechanical and related works)

- (i) Preparation of Design basis.
- (ii) Completion of alignment sheets and other construction drawings including those for crossings along the pipeline route.
- (iii) Prepare specifications for line pipe, line materials and terminal materials.
- (iv) Prepare tender specifications for line pipe coating and transportation, terminals & pipeline laying, crossings including HDD.
- (v) Prepare equipment layouts.
- (vi) Prepare General Arrangement Drawings.
- (vii) Seismic analysis.
- (viii) Perform pipeline stress analysis to determine the system flexibility.
- (ix) Carryout piping stress and flexibility analysis for the station piping.
- (x) Prepare Material Requisitions and Purchase Requisitions.
- (xi) Carryout technical evaluation of bids.
- (xii) Review vendors' / contractors' documents.
- (xiii) Prepare all the pipeline / piping drawings required for construction.

1.1.1 **Electrical:**

- (i) Prepare Design basis.
- (ii) Prepare Electrical load details for dispatch / receiving terminals / intermediate tap-off and CP / SV / intermediate pigging stations.
- (iii) Carryout comparative study for power supply at SV / CP stations.
- (iv) Review soil resistivity reports prepared by the contractors.
- (v) Prepare specifications for Cathodic Protection System, both TCP & PCP.

- (vi) Prepare datasheets and material take-off.
- (vii) Prepare Material Requisitions and Purchase requisitions.
- (viii) Prepare Tender specifications for Electrical and CP works.
- (ix) Carryout technical evaluation of bids.
- (x) Review vendors' / contractors' documents.
- (xi) Prepare the Electrical drawings for construction.

1.1.2 **Mechanical:**

- (i) Mechanical Design Basis.
- (ii) Prepare equipment datasheets and material take-off.
- (iii) Prepare Material Requisitions and Purchase Requisitions.
- (iv) Prepare tender specifications for mechanical works.
- (v) Review vendors' / contractors' documents.
- (vi) Carryout technical evaluation of bids.
- (vii) Layout, General Arrangement Drawings and design of various Pippings, various stations like IP / SV / Dispatch / Receipt stations.
- (viii) Datasheets for all accessories / spares related to items / works detailed in the Tender documents.
- (ix) Detailed technical specifications for all mechanical related items.

1.1.3 **Instrumentation:**

- (i) Review P&ID's and control philosophy for SCADA compatibility and requirement.
- (ii) Review instrumentation, civil works, composite tenders, electrical, CP and telecom systems to ensure that SCADA and requirements are met.
- (iii) Prepare design basis.
- (iv) Finalize instrument data sheets and prepare material take-off.
- (v) Prepare matching Instrumentation and SCADA philosophy.
- (vi) Prepare system specifications, material requisitions and purchase requisitions.

- (vii) Carryout technical evaluation of bids.
- (viii) Prepare FAT and SAT test-plans and procedure documents.
- (ix) Prepare the drawings required for construction.
- (x) Provide assistance during integration and commissioning of SCADA System.

1.1.4 **General Civil:**

- (i) Prepare the design basis including requirements for fire-fighting and safety aspects.
- (ii) Prepare plot plans for dispatch / receiving terminals, SV's / CP stations.
- (iii) Prepare area drawings.
- (iv) Prepare Material Requisitions and Purchase Requisitions.
- (v) Prepare material take-off.
- (vi) Carry out technical evaluation of bids.
- (vii) Prepare tender specifications for topographical surveys and general Civil works.
- (viii) Review vendors' / contractors' documents.
- (ix) Prepare drawings required for construction.
- (x) All Civil works related with Intermediate Pigging stations (IP) / Cathodic Protection Stations (CP), Dispatch / Receiving Stations and Sectionalizing Valve (SV) Stations. All Civil works related to IP / CP / SV / Dispatch / Receipt Stations are to be included by the PMC in the work package of pipeline laying contract.

1.1.5 **Architecture:**

- (i) Prepare architectural drawings for sub-station, control room, administrative building, etc.
- (ii) Prepare material take-off.
- (iii) Prepare tender specifications.
- (iv) Overall plot plan of the SV / IP / CP / Dispatch / Receipt stations.
- (v) Architectural drawings for various buildings at CP / IP / SV / Dispatch / Receipt stations.

- (vi) Site grading plan and layout of roads / storm-water disposal / sewage disposal at above locations.
- (vii) Fire-fighting facilities at dispatch / receipt stations and other locations.
- (viii) Detailed technical specifications for equipment foundations, roads, drains, compound wall, etc.
- (ix) MTO and MR for all items.

1.1.6 Structural:

- (i) Prepare design basis.
- (ii) Prepare layout drawings for buildings.
- (iii) Prepare material take-off.
- (iv) Prepare specifications for structural works.
- (v) Prepare drawings required for construction.

1.1.7 Survey (Soil Investigation, Geo-Technical, Hydrographic Survey):

- (i) Provide all supervision during surveys.
- (ii) Inspection of soil investigations/ survey reports.
- (iii) Topographic surveys of SV / CP / IP stations, tap-off, dispatch / receipt terminals shall be got done through appointed contractor by CUGL.

1.1.8 Safety:

- (i) PMC will be responsible for all site related safety activities. It is the responsibility of PMC to get the safety adherence by the contractor as per tender document.

OBSERVANCE OF SAFETY RULES & REGULATIONS:

Observance and adherence of safety rules and regulations of the installations is mandatory.

The requirements of any statutory body like CCOE etc shall govern where these are more stringent than the requirements specified above.

1.2 PROCUREMENT SERVICES:

1.2.1 Purchase:

The PMC shall be completely responsible for preparing all the Tender documents for all the works and procurement cases.

- (i) Publishing of all Tenders on CUGL and PMC's website.
- (ii) Prepare list of vendors as per the PMC master vendor list for various items.
- (iii) Preparing and floating tender inquiries (in newspapers, CUGL website, PMC website, etc.)
- (iv) Issue ICB / Domestic Enquiries to the bidders.
- (v) Follow up on review of responses.
- (vi) Consultant is required to conduct pre-bid meetings and shall make best efforts for getting maximum number of techno-commercial valid offers (at least 3) for all material requisitions / tenders to ensure proper competition. However, for exceptional cases where this is not possible consultant will provide appropriate reasoning / justification for not ensuring the same.
- (vii) Developing detailed procurement timelines to be followed, in conjunction with the owner, (develop an execution and expediting plan within the framework of CUGL's C&P Procedure).
- (viii) Techno-commercial bid evaluation.
- (ix) Carry out commercial evaluation of bids, prepare the price bid opening & award recommendation in line with CUGL's procedures for award of work.
- (x) Recommendation of supplier for award of work.
- (xi) Draft Purchase Order / Work Order for issuance by CUGL.
- (xii) Approval of supplier Drawings / Designs in time.
- (xiii) Monitor procurement progress & prepare material status reports on periodical basis as per the advice of CUGL.
- (xiv) Ensuring proper transportation, logistics and material management.
- (xv) Master Vendor List: A master vendor list is to be prepared for supply of all materials and equipments, contracts. This list will be based on consultant's experience with Indian and worldwide vendors. Wherever feasible, the endeavor shall be to include as many Indian vendors as possible. The vendor list is to be submitted for approval by Owner. Vendors, whosoever on holiday list of CUGL / Consultant during such time, are not to be included.
- (xvi) Warranties and Guarantees: PMC shall obtain from the vendors / suppliers, the best possible warranties and guarantees covering workmanship and materials

for the benefit of the owner and will take all steps to ensure that such warranties and guarantees are enforced (same shall be within the framework of CUGL's C&P Procedure). The PMC shall be completely responsible for all warranties / guarantees related to the design & engineering being done by them.

- (xvii) Inquiries: Consultant shall be responsible for issuing enquiries to those vendors on approved vendor lists, expediting receipt of quotations, evaluating the bids and submitting recommendations to owner for approval. While the enquiries are floated by PMC, it will be the responsibility of the PMC to incorporate CUGL's Material Code against each item if required. For incorporating the Material Code the PMC will be given the CUGL's Material Code database if required.
- (xviii) Proceeds of the Sale of Tenders: Proceeds of Tender Fees including advertisement fee, if any, shall be forwarded to the Owner by the PMC.
- (xix) PMC shall make conscious efforts to economize procurement activities.
- (xx) In case of variation with estimated cost and lowest quoted price, PMC shall be required to furnish reasons for the same.
- (xxi) The cycle-time for completion of each intermittent activity up to ordering will be in line with the best international practice to be mutually agreed by CUGL & PMC. The same will be highlighted in the Execution Plan to be submitted by PMC.
- (xxii) Custom clearance and transportation of materials / equipments.
- (xxiii) Legal opinion as and when required on different issues at all stages of tendering, award & closure, etc.
- (xxiv) Custom clearance charges, agent charges, custom duty, transportation charges, etc. shall be reimbursed by CUGL to the PMC on submission of actual bills raised by the custom clearing agency/ transporter and proof of payment to the custom clearing agency/ transporter by the PMC.

1.2.2 **Manufacturing, Inspection & Expediting:**

- (i) Granting approval / comments to all drawings / documents being submitted by vendor for start and during manufacturing within 7 working days of the submission of documents by vendor / contractor.
- (ii) Prepare inspection and expediting procedure.
- (iii) Establish vendors manufacturing and delivery schedules.
- (iv) Expedite vendors for timely action on sub-contracted items.
- (v) Qualify and approve vendor's procedures in time for manufacturing.

- (vi) Carryout material identification and marking.
- (vii) Carryout Inspection by itself or by an agency (TPIA) agreed by CUGL.
- (viii) Carryout inspection of the bought-out free-issue items.
- (ix) Ensure that items procured by contractors are acceptable as per standard guidelines / procedures, etc.
- (x) Carryout inspection of items procured through contractors by professionals of concerned discipline / system.
- (xi) Witness performance / acceptance tests, as applicable.
- (xii) Carryout expediting of the items.
- (xiii) PMC shall be solely responsible for ensuring the delivery of ordered materials within "Contractual Date of Delivery (CDD)". Any extension should be avoided and PMC will be penalized for reasons attributable to PMC.
- (xiv) Prepare periodic inspection and expediting reports.
- (xv) In addition to clause (i) through (viii) above, the following shall be applicable:
 - a) Stage inspection will be carried out selectively based on purchase requisition.
 - b) For critical / major items final test including hydro tests, performance test, FAT, etc. shall be witnessed and certified. However, for components, non-critical / minor equipments and bulk materials acceptance will be on the basis of review of relevant test certificates / actual inspection as decided by the inspector in consultation with CUGL.
 - c) For CUGL, the Consultant is wholly and fully responsible for all inspection during manufacturing and construction for which the consultant may issue necessary certificates as deemed fit. All costs of the inspection of goods before delivery from the vendor works will be borne by the consultant and included in the PMC fee.

PMC shall certify FAT and SAT of various procurement items besides witnessing the same.

All activities pertaining to inspection at vendors' & contractors' work-sites shall be the complete responsibility of the PMC. Further issuance of all the Inspection Certificate for vendor & contractor work like Inspection Certificate 3.2 issued in accordance with EN10204, etc. is in the scope of PMC and should not be included in the Scope of Vendors. PMC is required to issue final "Inspection Release Note" after inspection. The inspection plans, etc. for material and construction site activities shall be

developed by the PMC and got approved from the Owner. The PMC, if so desires, may arrange for contracting of inspection services pertaining to vendor supply items, contracted works at sites (including pipe coating) to Owner-approved competent agencies. Prices for order placement, review / approval of vendor submitted drawings, design, data and expediting the material, development and approval of inspection / quality plans shall be included in the lump-sum prices only.

All foreign travel for inspection and expediting purposes in terms of the requirements of the tender documents shall be in the scope of PMC only.

1.3 CONTRACTING:

- (i) Prepare list of contractors for various works for CUGL's approval.
- (ii) Prepare Tender documents for all works.
- (iii) Publish all Tenders on CUGL's and PMC's websites.
- (iv) Release of NIT for publication / issue Enquiries to the contractors.
- (v) Carryout technical and commercial evaluation of bids and prepare recommendation.
- (vi) Prepare FOI / Work Order.
- (vii) Prepare Contract Documents.
- (viii) Prepare tendering status report.
- (ix) The consultant shall follow CUGL's C&P Procedure and GCC for all Contracts (Consultant before submitting the bid, if desires to study the C&P Procedure / GCC, can refer a copy of same at CUGL Corporate office, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110 066).

1.4 COST ENGINEERING:

- (i) Prepare periodic Cost Status Reports (monthly).
- (ii) Prepare MR and Tender Estimates for bid bond, detail estimates for bid comparison purpose.
- (iii) Preparation of accurate estimates in time (based on past data / CPWD basis / market rate analysis) for procurement items and works. Owner lays strong emphasis on accuracy of cost estimates and price difference beyond (+ / -) 10% and shall call for analysis. In case of deviation between cost estimates and L1 price bid being more than (+) 10% not backed by justifiable reasons and not beyond the control of PMC shall be treated as deficiency of services by PMC.

- (iv) In case of the deviation between cost estimate provided by the PMC at the time forwarding PBO (Price Bid Opening) recommendation to CUGL and the actual L1-price being more than (+) 10%, then recovery shall be effected from the PMC's payment as below:
 - Recovery for a package, where the cost estimate deviation is more than (+) 10% deviation (not backed by justifiable reasons) shall be 2% of PMC's quoted lump-sum price of particular package.
- (v) Provide assistance in settling all commercial issues with all the vendors / contractors till the final closeout.
- (vi) Format for reporting cost estimate is placed at Annexure-1 (of Part - 5).

1.5 OTHER DELIVERABLES:

- (i) Process documents such as design basis, P&ID's, datasheets, fire-fighting system, etc.
- (ii) Provide assistance in pre-commissioning / commissioning / start-up.
- (iii) Prepare Report for compliance of safety for CCOE, Nagpur.
- (iv) All deliverables mentioned elsewhere in the document including Part-3.

1.6 PLANNING AND SCHEDULING:

The PMC will be completely responsible for preparing project plans and schedule in line with the Overall Project Schedule Provided by the client.

Following to be strictly noted:

Prepare monthly progress reports for the project and provide all assistance to CUGL for preparing reports required by the Ministry. Strict adherence to submission of all documents, reports, presentations, queries from Ministry needs to be prepared and submitted on time. For successful and timely implementation, the consultant shall adhere to the following but not limited to:

- b) The consultant shall prepare the project overall project schedule as per the CUGL's Board approval and also as per the internal schedule which will be decided during the project kick-off meeting.

1.7 CONSTRUCTION MANAGEMENT AND SUPERVISION:

- (i) **Co-ordinate with Survey agency if any for carrying out survey work and finalization of pipeline route. If survey agency is not available, consultant shall deploy their manpower for surveying the route.**

- (ii) Providing specialized guidance and assistance for development of construction methodology for all construction activities including review and approval of construction procedures and methodology.
- (iii) Review contractor's resources and schedules.
- (iv) Mobilize adequate manpower to carry out the construction supervision activities.
- (v) Supervision during the surveys and soil investigations when carried out by the contractor(s). Carryout construction supervision activities based on the approved construction drawings.
- (vi) Carryout progress measurements, scrutiny, works certification of contractors' bills for payments (including final bills).
- (vii) Coordinate with contractors / CUGL.
- (viii) Carryout stores management including handing over to CUGL the leftover of construction-surplus materials along with their Inspection Certificates and final drawings and documents. Consultant shall be responsible for proper maintenance and upkeep of the materials.
- (ix) Carryout contract management.
- (x) Prepare monthly / weekly progress status reports and catch-up plans, if required.
- (xi) Carryout QA / QC during construction. Consultant shall review all the QA / QC formats submitted by the execution contractors in order to maintain required quality during construction period.
- (xii) Necessary technical assistance for settlement of extra claims raised by the contractors / vendors and arbitration cases shall be provided by the consultant till a period of thirty-six (36) months after the completion of the project at no extra cost to CUGL. Consultant shall give recommendations on extra claims raised by the contractors / vendors. Final acceptance / settlement will be taken care of by CUGL.
- (xiii) The consultant shall forward within 7 working days from date of receipt of bills from contractor to CUGL duly certified for payment.
- (xiv) PMC will be responsible for all material reconciliation within 15 days and submission of project close out report within 60 days from date of commissioning of the project.
- (xv) In addition to above, PMC shall do all activities to do Construction Management efficiently.

- (xvi) As regard deployment of Construction Manpower by PMC is concerned, the minimum number of manpower to be deployed is as per Clause 3.0 of the Consultant's Scope of Work.
- (xvii) PMC is required to provide and bear the expenses for necessary lodging and boarding, communication, transport facility and camp office for their construction manpower.

1.8 PROJECT MANAGEMENT:

The PMC will be completely responsible for the entire Project Management wherein they will be required to work in close coordination with CUGL Project team. For efficient and timely completion of the project the PMC will be required to:

- (i) Define "Scope of Work" for various groups.
- (ii) Organize monthly Project Review Meetings with CUGL-Management.
- (iii) Organize fortnightly Project Meeting with Project Manager.
- (iv) Surveillance of the entire project related activities.
- (v) Monitor progress of the project and submit periodic status reports to CUGL.
- (vi) Coordination with vendors / contractors relating to the procurement of items and execution of the work.
- (vii) Provide timely inputs in terms of materials and drawings to the contractors for carrying out the construction activities.
- (viii) Prepare various reports / draft reply letters as required from time to time for CUGL's management and for onward submission to Government & statutory authorities. Normal time shall be 2 working days at max.
- (ix) Provide information on best international practices being followed across the globe for gas pipeline projects as and when the information is desired by CUGL for effective and timely project completion.
- (x) Based on requirement the PMC shall come for meetings with CUGL within the shortest possible time wherein appropriate level of person shall be deployed.

1.9 PROJECT MONITORING SERVICES:

The PMC shall also provide the Project Monitoring Services including the following Scope of Work:

- (i) Preparation of detailed Project Schedule.

- (ii) Identification of critical activities of the pipeline project.
- (iii) Identification of all activities falling on the critical path of the project.
- (iv) Identification of all activities requiring close co-ordination / synchronization.
- (v) Preparation of a look-ahead model / catch-up plan for the project from time to time.
- (vi) Generation of all project monitoring reports for the project drawing attention towards critical jobs, activities and functions.
- (vii) Identification of all activities / steps required for execution of the project within approved cost and time.
- (viii) Highlight pitfalls, if any, caused by the Project Consultant / any agency hindering efficient execution of the project.
- (ix) Monitoring of contractor logistics for line pipe, manufacturing, coating and laying.
- (x) Generation of MIS reports for the project.
- (xi) Providing all inputs / performing all project monitoring activities as desired by the CUGL Management / Project Group from time to time for timely completion of the project.
- (xii) Carrying out quality audits and identifying the root causes of the problems encountered in line pipe manufacturing, coating plants and pipeline construction activities.
- (xiii) In addition to above, PMC shall do all activities for Project Monitoring Services efficiently.

1.10 a AS-BUILT DRAWINGS:

- (i) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward CUGL.
- (ii) All project related documents for future reference and records will be handed over to CUGL as per standard international practice. Submission of final documents shall be under the following heads:
 - a) As-built drawings
 - b) Detail operating manual
 - c) Problems faced during the project execution and mitigation measures taken in future if any.

1.11 PROJECT DOCUMENTS / COMPLETION / CLOSEOUT REPORT:

Consequent upon the successful completion and commissioning of the project the PMC shall be responsible for the following:

- (iii) Follow up with vendors and contractors for as-built drawings / documents in required software and hardcopy format, review / approve the same and forward to CUGL.
- (iv) Submission of all project related documents to CUGL for future reference and records as per standard international practice. Submission of final documents shall be under the following heads:
 - (a) As-built drawings.
 - (b) Problems faced during the project execution and mitigation measures taken in future.
 - (c) The complete set of correspondence files for each package / order.
- (v) Submission of all evaluation sheets of performance for all vendors, Contracts in line with established procedures to whom orders were placed.
- (vi) Hard & soft copies of Project Closeout Report incorporating the following:
 - (a) Project brief.
 - (b) Pipeline Line Diagram.
 - (c) Chronology of Approvals.
 - (d) PMC Head Office & Site Office Organogram.
 - (e) Names of PMC Personnel working for the project along with all contact details.
 - (f) Pipeline configuration and spread details, including the equipments actually deployed during construction, along with ownership / hiring details.
 - (g) Details of various types of crossings.
 - (h) Names of Standards referred and used in design and engineering for various items, construction, inspection.
 - (i) List of key milestones and date of actual achievement.

- (j) List of PO's / WO's including vendor's name and contact details.
- (k) Experience gained during project execution and improvements for future projects.
- (l) Construction photographs.

1.12 EXCLUSIONS FROM CONSULTANT'S SCOPE:

The following are specifically excluded from scope, however, all technical assistance will be provided by consultant:

- (i) ROU for pipeline laying and land acquisition.
- (ii) Insurance policies shall be taken either by CUGL or by Vendor/Contractor (However, lodging of insurance claims and realization of the same shall be done by the consultant).
- (iii) Industrial relation functions.
- (iv) Tender/NIT advertisement fees shall be in CUGL's scope. PMC shall host the tenders in PMC's website without any additional fee. Hosting in PMC's website is included in PMC's scope. Tender fee received (if any) against sale of Tender Document from various agencies shall be forwarded to CUGL.
- (v) Custom duty, Custom clearance and material transportation for imported goods (except for line pipe) charges shall be borne by CUGL.

1.13 COMMISSIONING, STARTUP AND PERFORMANCE TESTS:

1. Mechanical Completion:

At a date prior to mechanical completion to be agreed with Owner, PMC shall recommend to Owner for approval of the operating manual prepared by PMC. PMC shall review and recommend for approval the program, and supervise the mechanical completion work performed by contractors. Upon successful completion of mechanical completion work, PMC shall review and recommend approval of construction completion certificate documentation.

PMC shall approve as required all procedures, plans, schedules and necessary certification for construction completion by the other contractors. The construction completion of individual sections of the Project shall be programmed in accordance with the overall commissioning plan.

PMC shall ensure that all necessary personnel from equipment suppliers are called to attend the pre-commissioning activities as provided for in the equipment purchase orders.

PMC shall prepare for approval by Owner and implement all necessary procedures to ensure safety of personnel working on construction activities at the same time as field inspection, testing and commissioning is in progress.

PMC shall supervise contractor's work in such a way that phased mechanical completion and commissioning takes place as per requirement of Owner's business needs.

2. Commissioning and Startup:

Commissioning and startup is to be carried out by the Owner with assistance from other contractors.

Upon Owner's approval of the mechanical completion of the work, and when it is deemed suitable by Owner, the commissioning work may commence according to the plans and schedules prepared by PMC.

PMC shall submit commissioning procedure, organize a start-up team to supervise and monitor the commissioning, startup, performance test and initial operation of the facilities consisting of representative of Owner operating personnel, equipment suppliers, PMC and contractors and shall ensure that the contractors provide sufficient numbers of skilled labor that is needed to complement the Owner startup personnel and to perform activities which include the running or operation of equipment, necessary adjustments and hot alignment checks and the running of component parts as unified system. This shall also include a demonstration of the operability of spare equipment.

PMC shall ensure that the contractor provide sufficient manpower, special tools and spare parts necessary for the commissioning activities will, as a minimum, include:

- Operational testing
- Pre-startup inspections
- Filling of lubricants, wherever necessary
- Equipment operation to make vibration and safety device checks, and other required operating tests and adjustments.
- Hot alignment checks and running of component parts as a unified system.
- Adjustments and replacements of mechanical seals, packing and accessories as required.
- Flushing, blowing and chemical cleaning.
- Installation of temporary screens, strainers and blinds.
- Necessary purge operations, including installation of temporary purge piping, hoses or equipment connections.

- Checking of bores of orifice plates and installing these plates after flushing operations.
- Functional check on all instruments and controllers, instrument calibrations with standard test.
- Equipment and all required adjustments and control point settings.
- Check all instrument loops for proper functioning.
- Checks on pipe support, and guides for settings hot / cold and necessary adjustments.
- Checking and recording positions of all valves.
- Conduct simulation runs to allow run-in operational testing of the equipment.

PMC shall ensure that all defects and deficiencies found during the course of commissioning shall be rectified by the contractors.

PMC shall supervise and monitor all commissioning and startup activities and all performance test runs which will be carried out by the contractors. All performance test results shall be reviewed and certified by PMC and subsequently recommended for Owner's approval.

PMC shall report to Owner on a weekly basis on the progress and status of commissioning and start up work.

PMC shall ensure that all commissioning records and log sheets are properly collated and submitted to Owner as part of contractors' mechanical completion certificate approval documents and provisional acceptance documents as relevant.

3.
 - a) **Factory Acceptance Tests:** PMC shall witness & certify the Factory Acceptance Tests in the premises of contractor for Telecom, SCADA, Instrumentation system, CP system, etc. which will be carried out by the respective contractors. However, the final responsibility of FAT shall rest with PMC.
 - b) **Site Acceptance Tests:** Respective contractors shall carry out the Site Acceptance Tests of Telecom, SCADA & Instrumentation system, CP system, etc. shall be witnessed & certified by PMC at site.

1.14 The consultant shall submit the following for approval of the Owner after award of Agreement:

- ❖ Schedule of preliminary manning schedule
- ❖ Organization and reporting structure

- 1.15** PMC is obligated to depute qualified & sufficient manpower, as per the requirement, at site. Moreover during leave change substitute manpower is to be provided after due consultation with CUGL. The PMC will be required to depute qualified, experienced manpower for the execution of the project.

The Consultant shall submit the following along with the Bid Document:

- ❖ Schedule of preliminary manning schedule.
- ❖ Organization and reporting structure.
- ❖ Bio-data of key personnel (as per enclosed Annexure-2).

In order to expedite progress within the same scope of work, PMC may be required to augment with more manpower without any additional financial implications to CUGL.

1.16 QUALITY ASSURANCE:

Bidder shall provide details of its intended compliance with Project Quality Assurance requirements included with this Tender Documents.

This compliance shall be supported by quality statements and quality manuals for the bidder and all major sub-contractors.

1.17 DESIGN STANDARDS:

The following design standards shall be used as a minimum in the scope of work:

- (i) Published Standards
- (ii) Indian Standards
- (iii) Oil Industry Safety Directorate (OISD)
- (iv) (In case of conflict among Indian Standards or with International Standards, Owner should be consulted for deviations which in Consultant's opinion have cost impact)
- (v) International Standards: ANSI, ASME, ASTM, API, SA, NACE, ISO, DIN, EN, etc.

1.18 PRE-COMMISSIONING AND STARTUP:

CUGL shall provide adequately trained and experienced operating maintenance and supervisory personnel for pre-commissioning and startup of the project. CUGL would carry out all pre-commissioning, startup and performance test-runs with consultant's assistance. CUGL shall provide all raw materials, utilities, consumables, stores and chemicals in the quantity and quality worked out and intimated by the consultant and also maintain material, operating supplies, consumables, etc. during pre-commissioning trials and performance test-runs. Consultant shall intimate this

requirement well in advance and provide necessary procurement assistance as and when sought for.

- 1.19** CUGL shall issue Fax of Intent, Purchase Order, Work Order, execute Agreement with vendors, opening of Letters of Credit in favor of vendors, etc. for all cases.
- 2.0** Any activity required to be carried out for completion of the project though not mentioned in the tender document shall be carried out at no extra cost to CUGL.
- 3.0** The consultant shall be responsible to prepare daily, weekly, fortnightly & monthly progress reports of the Project in approved formats within the quoted price only.
- 4.0** The consultant shall attend (and contribute) to Project & Construction Review meetings taken by CUGL management at Project / Corporate / Site offices of CUGL and also at Vendor's / Contractor's offices from time to time for expeditious completion of the project within the quoted lump-sum price only, which shall be participated at appropriate level by PMC.
- 5.0** The consultant shall put in requisite efforts to achieve accelerated time-schedules for project completion, if so required, at no extra cost to CUGL.
For arbitration cases, PMC's primary responsibilities, however not limited to, will be as per the following till the final award of arbitration:
 - Examining & providing reply of claims, etc.
 - Participation in arbitration proceedings.
 - Appearance in judicial on behalf of clients requirement.
- 5.1 ADDITIONAL PMC FEE, COST ADDERS AND RE-TENDERING:**
 - 5.1.1** Addition and reduction of PMC fee for extra works would be considered only in case of major addition or deletion of the scope of the project.
 - 5.1.2** Change in drawings / documents in case of site decisions, land availability is to be carried out by the PMC without extra cost.
 - 5.1.3** Re-tendering of any package, if any, shall be done without extra cost to CUGL. Re-tendering due to Change in CUGL policy and for the reasons entirely attributable to CUGL will only to be considered as additional work. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by PMC within the quoted cost.
 - 5.1.4** In case Consultant is required to execute certain extra activities not envisaged in the original scope of work, then Consultant shall submit to Project In-Charge of CUGL, the detailed scope of work along with estimated man-hours. The man-hours shall be mutually agreed between CUGL & Consultant before proceeding of the work and shall be paid after getting approval from EIC.

6.0 OTHER CONDITIONS:

- 6.1** The Consultant shall perform the work under this Contract with diligence and conforming to the best international practices available in this area.
- 6.2** The Consultant shall perform their obligations conforming to rules, regulations and procedures prescribed by law.
- 6.3** The Consultant shall take approval / concurrence from CUGL on major and critical issues e.g. Design Basis, P&ID's, etc.
- 6.4** There may be minor changes in scopes during the implementation of the project. The consultant shall not be entitled for extra payment for the same.
- 6.5** The Consultant shall suggest measures to cut down cost and time over run without compromising the quality of work required in implementing the project.
- 6.6** The Consultant shall provide approved drawings, etc. well in time to the contractor for commencing and proceeding with the work as per agreed schedule.
- 6.7** CUGL has adopted ERP for Implementation of Project. Consultant should therefore have expert managers familiar with ERP (SAP) system and will have to prepare MR's/PR's/Tender documents, etc. in SAP system and enter all data into different modules under the system. Necessary authorization to Consultant shall be accorded by CUGL for working in relevant Project Modules.
- 6.8** In the very unlikely event of re-tendering of any of the packages due to any reason, no extra compensation will be paid over and above the lump-sum quoted / awarded value.
- 6.9** Consultant shall have to review the Pipeline hydraulics, if found necessary.

PMC DELIVERABLES

The Project Management Consultant (PMC) is required to submit all deliverables within the schedule in line with the requirements mentioned in various sections of this document. The deliverables includes all documents, drawings, Plan, Best Practices, Replies, etc. mentioned under various disciplines of the WBS elements. The deliverables are summarized as under but not limited to:

- ❖ All Periodic Reports, Daily Progress Reports, Monthly Progress Reports, Liability and capitalization statement during construction, Customized Reports, presentations, best practices/ international practices required for submission to Management / External Agencies.
- ❖ All documents related to Engineering, Tendering, Ordering, Manufacturing, Delivery, Construction and Commissioning.
- ❖ Project Cost Reports.
- ❖ Various Types of Plans, Manuals, etc.
- ❖ Performance Evaluation Reports of Vendors / Contractors.
- ❖ Project Closeout Reports.
- ❖ Statutory documents.
- ❖ Any other deliverable not mentioned herein but required elsewhere in tender.
- ❖ As far as possible both hard and editable soft copies to be provided.

CONTRACT PERIOD AND PROJECT SCHEDULE

The duration of Contract shall be for a period of 24 Months from the date of "Letter of Intent (LOI)".

The project(s)' schedule and methodology will be intimated / decided within one (01) week of intimation. CUGL's requirement shall be final in this context. The completion period for each project shall be decided based on CUGL's requirement and EIC decision in this regard shall be final..

Note: In case some work is allocated to the PMC even in the 24th month of the Rate Contract, the scope shall be executed by the PMC as per its schedule without any financial implication of the basic cost. In other words, the prices quoted shall remain firm till the completion of the last job assigned to the PMC during the currency of the Rate Contract in which case the time period of the last job may extend beyond the Rate Contract period.

ANNEXURE-1
COST ESTIMATE FORM

NAME OF PROJECT :
NAME OF PACKAGE :
ESTIMATE DATE & VALIDITY :
TYPE OF COST ESTIMATE : DFR/EMD/PBO
TYPE OF DELIVERY : FOT/FOB
DELIVERY AT SITE : Destination/Port of Shipment /Works
CURRENCY :
EXCHANGE RATE :
REFERENCE & DATE OF EXCHANGE RATE:

1) DIRECT COSTS:

S.NO.	ITEM / COMPONENT (with brief specifications)	EST. QTY.	EST. UNIT RATE	AMOUNT

TOTAL =

2) INDIRECT COSTS:

- (i) Freight
 - a. Shipment :
 - b. inland :
- (ii) Insurance :
- (iii) Taxes (specify tax wise & its percentage) :
- (iv) Duties (specify duty wise & its percentage) :
- (v) Packaging & Forwarding :
- (vi) Handling Charges :
- (vii) Other Anticipated Costs :
- Total** :

3) TOTAL LANDED COST (1 + 2) :

4) LIST OF ASSUMPTIONS IN THE ABOVE COST :

5) BASIS OF ESTIMATION :

6) JUSTIFICATION / REASONS FOR VARIATION (if any) :

	Landed Cost Estimate		Percentage Variation	Reasons for Variation
a)	DFR	EMD		
b)	EMD	BID		
c)	BID	Actual Cost		

PMC's Costing Department

Prepared by

Reviewed by

Approved and Issued by PMC Project Manager

PBO RECOMMENDATION FROM PMC – CHECKLIST

1. Brief Details of Bids
 - a) Bid Document Number and Revision Number.
 - b) Scope of Supply.
 - c) Mode of Tendering.
 - i) In case of Press Tender Enquiries, has the copy of NIT been sent to all probable bidders?
 - ii) In case of Limited Tender Enquiries, list of vendors approved.

2. Issue of Tender
 - a) Date of Invitation of Bids (issue of Tender)
 - b) List of Corrigenda issued
 - i) Date of issue of Corrigenda.
 - ii) Reason of issue of Corrigenda.
 - o Does the issuance of Corrigendum call for change in specifications?
 - o If the issues of Corrigendum call for change in specification, specify the financial implication towards the change in specification.
 - iii) Does the issue of Corrigenda have prior approval of CUGL?
 - c) Have any queries / clarifications been obtained from bidders (TQ / CQ)
 - i) Attach all the communication from PMC and bidder, (bidder wise – issue wise).
 - d) In case of Press Tender Enquiries, has the copy of NIT been sent to all the probable bidders?
 - e) Has the tender been hosted on the web?

3. Bid Due Date – Techno-commercial Bid Opening
 - i) As per original Tender (not extended Bid Due Date).
 - ii) Actual
 - iii) Reasons for bid due date extensions, if any.

4. Bidders' Response – also mention number of foreign and number of Indian bidders for each of following:
 - a) List of bidders from whom bids were invited (in case of limited tendering).
 - b) List of bidders who submitted their bid.
 - c) List of bidders who regretted to submit their bid, specifying reasons.
 - d) List of bidders who did not respond, specifying reasons.
 - e) Number of foreign bidders.
 - f) Number of Indian bidders.
 - g) If case of no Indian bidder, mention reasons.
 - h) Late Bids, if any.
 - i) Late EMD, if any.

5. Is there any change in quantities as mentioned in SOR?
 - a) Certificate that the quantities are final as on date.
 - b) If there is any change in the quantities, give details.

- c) If there is any change in the quantities, give the percentage-variation from the SOR-quantities and mention under what provisions the variations in quantities will be dealt with.
 - d) Revised Cost Estimate, if required.
 - e) Prior approval for change in quantities.
- 6.** Deviations
- a) Technical
 - b) Commercial
 - c) Approval from CUGL for accepting any of the deviations.
- 7.** Bid Evaluation (Comparative Statement)
- a) Technical
 - b) Commercial
- 8.** Bid Validity of acceptable bids.
- 9.** EMD Validity of acceptable bids
- a) Copies of EMD of all bidders.
- 10.** Recommendations with specific/discrete/explicit reasons for rejection of some bid(s).
- 11.** Final Recommendation.
- 12.** Has the Cost Estimate been prepared? State the basis of estimation.
- 13.** Request for Material Codification.
- 14.** Enclose original + one copy of techno-commercial bid of all bidders.

AWARD RECOMMENDATION FROM PMC – CHECKLIST

1. Brief Details of Bids
 - a) Bid document number and revision number.
 - b) Scope of supply.
 - c) Mode of tendering.

2. Price Bid Opening (PBO)
 - (i) PBO approval on which date.
 - (ii) Date on which price bids were opened.
 - (iii) Reasons for delay, if more than 3 days.
 - (iv) Price bid opening statement.

3. Bidders' response
 - a) List of bidders whose PBO was recommended by PMC.
 - b) List of bidders whose PBO has been approved by CUGL.
 - c) List of bidders who price bids were opened.
 - d) If a) and b) are not equal, specify reason.

4. Is there any change in quantities as mentioned in SOR?
 - a) Certificate that the quantities are final as on date.
 - b) If there is any change in the quantities, give details.
 - c) If there is any change in the quantities, give the percentage variation from the SOR quantities and mention under what provisions the variations in quantities will be dealt with.

5. Itemized Landed Price-comparative Statement with percentage variations from the Estimate
 - a) Cost estimate as per format (cost estimate for PBO).
 - b) In case variation in the final estimate cost and recommended cost is more than 10%, the analysis for the variation should be furnished.

6. If there is any AHR item, it should be indicated clearly with recommendations.

7. In case of OEM/Proprietary item, has the latest standard rate list of the vendor been checked and indicated?

8. In case quoted rates are lower by 10% from the estimate, have the reasons been specified?

9. Bid Validity of all bids recommended for Price Bid Opening.

10. EMD Validity of all bids recommended for Price Bid Opening.
 - a) Original of EMD

11. Final Recommendation
 - a) Award price as compared to the estimate
 - b) Inspection agency approved for 3.1.C certification.
 - c) Negotiations required, if any.

ANNEXURE-2

FORMAT FOR BIODATA

Paste Photograph Here

1.	Name					
2.	DOB					
3.	Place of Birth					
4.	Nationality					
5.	Contact Details, Phone No., E-mail					
6.	Languages Known (Read, Write, Speak)					
7.	Educational Qualifications					
8.	Professional Qualifications					
9.	Affiliations to Professional Bodies					
10.	Professional Experience:					
	Organization	From	To	Years	Position	Responsibilities
11.	Computer & Software Proficiency					
12.	Any Other Information					

SCC
(SPECIAL CONDITIONS
OF CONTRACT)

SECTION-VII

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In addition to meaning ascribed to certain initial capitalized terms in "GCC", following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in "GCC", the meaning ascribed to such term hereunder shall prevail.

1.2 Definitions

Bid Documents shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause.

Effective Date shall mean the date on which Contractor's obligations will commence and that will be the date of first notification of award i.e. Letter of Intent/Contract/Work Order.

2.0 INTERPRETATIONS

2.1 Where any portion of the GCC is repugnant to or at variance with any provisions of the SCC then, unless a different intention appears, the provisions of the SCC shall be deemed to govern the provisions of the GCC and SCC provisions shall prevail to the extent of such repugnancy, or variations exist.

2.2 In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

2.3 Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

2.4 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

2.5 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalised term.

3.0 REGISTRATION OF THE CONTRACT WITH STATUTORY AUTHORITIES

Within 30 days of execution of the contract agreement, the contractor shall register themselves and the contract at their own cost with the Reserve Bank of India, Income Tax, Sales Tax and such other statutory authorities, as may be required under the rules and regulations governing in India. The Contract price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to Owner for record.

4.0 INTELLECTUAL PROPERTY – SECRECY

Neither the Owner nor the Contractor nor their personnel, agents nor any sub-contractor shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the Contract, Contractor shall immediately return to the Owner all drawings, plans, specifications and other documents supplied to the contractor by or on behalf of the Owner or prepared by the Contractor solely for the purpose of the performance of the works, including all copies made thereof by the Contractor.

5.0 STATUTORY APPROVALS

To provide assistance for approval from any authority required as per statutory rules and regulations of Central/State Government shall be the Contractor's responsibility unless otherwise specified in the bid document. The application on behalf of the Owner for submission to relevant authorities alongwith copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The inspection of the works by the authorities shall be arranged by the Contractor and necessary co-ordination and liaison work in this respect shall be the responsibility of the Contractor. However statutory fees paid, if any, for all inspections and approvals by such authorities shall be reimbursed at actuals by the Owner to the Contractors on production of documentary evidence.

Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the Contractor from any of his responsibilities under this Contract.

6.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE

- 6.1 Within twenty one (21) Days of receipt of the Notification of Award, the successful bidder shall furnish to the Purchaser the Contract-Cum-Performance Bank Guarantee (CPBG) equivalent to 3% of total annualized order value exclusive of GST, and charges towards stevedoring, port and customs clearances, forwarding, inland/unloading and handling up to CUGL site/store.
- 6.2 The proceeds of the Contract-Cum - Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 6.3 The Contract-Cum-Performance Bank Guarantee shall be denominated in the currency of the Contract/ Letter of award and shall be in one of the following forms:
- 6.4 A bank guarantee issued by a nationalized bank or a scheduled Indian bank or by the branch of a reputable international bank located in India or by an international reputed bank from abroad provided in that case, the guarantee is confirmed through any bank as above located in India.
- 6.5 The Contract Performance Guarantee will be discharged by the Owner and returned to the Contractor not later than thirty (30) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.
- 6.6 The Contract-Cum- Performance Bank Guarantee should be kept valid for 90 days beyond the contract completion period/warranty period whichever is later. Bidder will be required to submit a written request to CUGL for release of CPBG on expiry of this period and confirming that all contractual obligations against the contract have been fulfilled.

7.0 PRIORITY OF WORKS

OWNER reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the consultant shall plan and execute work accordingly.

8.0 MANPOWER DEPLOYMENT & TIME FRAME

The Manpower deployed for the project shall be qualified, experienced in the similar field and the number of people shall be as per direction of EIC to carry out the activities without any delay. The bidder must mobilize consultants / representatives/Engineers for/at all the sites within 21 days from the date of LOI or as per the direction of EIC. If the bidder does not have its Head/Regional office in Kanpur, Unnao, Bareilly & Jhansi, they shall establish a co-ordination office in Kanpur, Unnao , Bareilly & Jhansi within 30 days. If there is delay in mobilization of man power than the prescribed period, shall attract penalty of Rs 5,000/- per person per day. In case of delay in mobilization of manpower beyond 30 days, CUGL reserves the right to terminate the contract.

CUGL expects to carry out the City Gas activities in multiple sites simultaneously at any time.

The Bidder shall provide proper means of transportation and communication systems to all the site engineers/ resources for smooth functioning, non compliance of which shall attract penalty as per penalty clause in SCC.

CUGL reserves the right to accept or replace the deployed resources on 2 weeks prior notice. Bio-data's of all the personnel deployed for the project shall be forwarded to CUGL for approval. In case replacement is not done in 21 days, penalty @ Rs. 5,000/- per resource per day shall be imposed.

The consultant is expected to achieve the tasks within the stipulated time as mentioned below unless and until there are valid reasons for the delay and the same are submitted in writing to the engineer- In – Charge.

9.0 PAYMENT TERMS

The payment shall be released to the consultant in stages as per the following on certification of Engineer-in-charge.

SOR Item no.	Milestone	Amount to be released in %
1	A. Supply Orders	
	1. Preparation of tender, Hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids.	40%
	2. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of supply Order.	50%
	3. Expediting for completion of supply and closure of contract (PMC Contract) Note: If tender could not be finalized due to insufficient bidding, the same shall be re-tendered at no extra cost.	10%
	B. Work Orders	
	1. Preparation of tender, Hosting of NIT/Recommendation for list of bidders, floating of tender, receipt of bids and opening of bids.	40%
	2. Evaluation of Tenders, Preparation of TBA & CBA, Recommendation of Price Bid Opening, Price evaluation & Recommendation for placement of work Order.	50%
	3. Closure of contract (PMC Contract) Note: If tender could not be finalized due to insufficient bidding, the same shall be re-tendered at no extra cost.	10%
2	Capacity Determination Study	
	1. Submission of Draft Report along with Invoice for approval. 2. Submission of Final Report along with Invoice.	50% 50%

3	<p>Execution of PE Works - PE/GI</p> <p>The consultant shall raise the invoice on monthly basis for site works based on % (as quoted in the tender) of the value of work executed (based on PE/GI contractors running/final bill certified amount on monthly basis).</p> <p>A. After submitting the invoice by the consultant based on above criteria.</p> <p>B. Closure of contract.</p>	<p>90%</p> <p>10%</p>
4	<p>Execution of Steel works</p> <p>The consultant shall raise the man – month invoice on monthly basis for site works based on man-months completed during billing period.</p> <p>A. After submitting the invoice by the consultant based on certified time sheet by CUGL.</p> <p>B. Closure of contract.</p>	<p>90%</p> <p>10%</p>
5	<p>Outstation vendor inspection</p> <p>After inspection of material on certification of Engineer-in-charge</p>	<p>100%</p>

10.0 TIME SCHEDULE

10.1 Duration of contract

The duration of contract shall be 24 Months from the date of first notification of award through LOI/LOA.

10.2 Time schedule of different activities:-

- A. The total duration for completion of tendering cycle shall be maximum 13 weeks from the date of intimation to PMC for preparing bill of material beyond which the clause for compensation of delay referred under clause no. 13.0 of General Conditions of Contract shall be applicable. The time schedule for different activities to be performed by PMC as well as CUGL shall be as follows :-

S. No.	Description	Schedule
1	Bill of Material / Bill of Quantities, Estimate of Rates, preparation of list of vendors/ preparation of BEC, tender and formal recommendation to CUGL	2 weeks
2	CUGL's approval for 1 above	1 week
3	Floating of Tender	1 week from approval by CUGL
4	Submission of bids	2-3 weeks
5	Opening of bids, evaluation, preparation of TBA / CBA and recommendation to CUGL for opening of price bid.	2 weeks from opening of bids
6	CUGL's approval for opening of price bid	1 week
7	Opening of price bid & recommendation for award	1 week
8	CUGL's approval for award recommendation	1 week
9	Submission of Draft order copy	1 week

- B. The time schedule of project and construction activities are as follows :

1	Project Activities	
	Project progress reporting	Once in Month
	Material consumption, Capitalization	Once in Month
	Material reconciliation	Quarterly
	Clearing Supply Invoices / RA bills	1 week
	Closing of Contract	60 Days after expiry of contract
2	Construction activities	
	Daily Progress Report	Daily
	RFC, JMR status	Weekly
	PE / GI Cards, Graphs	Weekly
	Deviation Forms	Weekly

11.0 PENALTY

11.1 If the consultant fails to provide the required services penalty shall be imposed as under:-

- (i) All resources deployed shall take prior consent of leave in advance from CUGL Engineer In Charge. In case of absence of deployed resource from duty for more than 7 days without any prior consent of leave from CUGL EIC, penalty @ Rs. 5000/- per day per person shall be imposed.
- (ii) Site engineer has to ensure that execution shall be carried out as per the technical specification/codes and general engineering practices. If it is observed that execution has not carried out as per the Technical specification/codes/general engineering practices and due to the lack of supervision which results in any damage/financial loss to the third-party utilities, then Engineer-in-charge may impose suitable penalty at its discretion or penalty of Rs. 5000/ instance will be deducted from the bills.
- (iii) If there is any major discrepancies found in signed documents of PMC which leads to financial loss to company, then Rs. 500/case will be deducted from the RA-bills.
- (iv) If there is delay in mobilization of man power than the prescribed period, shall attract penalty of Rs. 5000/- per person per day. In case of delay in mobilization of manpower beyond 30 days, CUGL reserves the right to terminate the contract.
- (v) If there is delay in submission of complete Tender document including Bill of Material / Bill of Quantities, Estimate of Rates, preparation of list of vendors/ preparation of BEC, than the prescribed period i.e. 2 weeks, shall attract penalty of Rs.10,000/- per day.
- (vi) If there is delay in submission of Technical Bid Evaluation & Commercial Bid Evaluation than the prescribed period i.e. 2 weeks from the date of opening of unpriced bid, shall attract penalty of Rs.10,000/- per day.
- (vii) If there is delay in approval of QAP/ITP than the prescribed period i.e. 48 hours (2 working days) from the date of receipt of document from the vendor shall attract penalty of Rs.5000/- per day for respective activity.
- (viii) If there is delay in submission of job procedure than the prescribed period i.e. 1 week from the date of award of purchase order shall attract penalty of Rs.5000/- per day for respective activity.

- (ix) If there is delay in issuance of Inspection release note/ Dispatch clearance note with documents than the prescribed period i.e 48 hours (2 working days) from the date of receipt of Inspection documents, shall attract penalty of Rs.5000/- per day
- (x) In case of any complaint regarding non-fulfillment of any obligation under the contract, the CUGL reserves the right to withhold payment of the PMC, and out of such amount, including the security deposit can make such payment to another agency at their risk & cost as it may consider necessary for smooth and unhindered working of the system.

If the penalty levied on the consultant is more than 10% of the monthly bill value for consecutively three months period then it may be considered as valid ground for evaluation as poor performance and termination of contract if found necessary.

11.2 Statutory provisions by the contractor as detailed below:

- a. The Contractor shall strictly comply with the provisions of Employees Provident Fund Act applicable in India and register themselves with Regional Provident Fund Commission (RPFC) before commencing the work. The Contractor shall deposit employees and his contributions to the RPFC every month. The Contractor shall furnish along with every monthly bill, the challan/ receipt for payment made to the RPFC for the preceding months.
- b. The contractor has to submit documentary proof of submission of ESI/ PF at their deployed manpower on monthly basis. The contractor has to submit **form 3 A** of each employee. In case the form 3A shall be presented on yearly basis then undertaking shall be given by bidders on monthly basis for the submission of form 3 A on yearly basis.
- c. Contractor has to submit the documents for ESI contribution made for employees/ personnel deployed at CUGL site (s). In case of any or all such persons do not fall under ESIC provision, the declaration for the same shall be submitted to CUGL on your letterhead. In such a case, all such persons must be covered under Workmen Compensation (WC) act. **No person without having an insurance coverage shall be allowed to work at CUGL site (s).**
- d. Contractor has to submit CPBG as per terms of contract within 21 days from the date of FOI.
- e. Contractor shall make payment to his employees through bank transfer and submit monthly bank statement to CUGL.

Note:- Consultant will be liable for any legal action, penalty, interest etc. as may be decided by relevant Govt. authorities under the prevailing statutory provision. Consultant has to indemnify CUGL all the time as the principal employer for compliance of statutory compliance at his end. In case CUGL is required to pay any amount or face legal action on behalf of the Consultant, the same shall be recovered from Consultant.

FORMS
&
FORMATS

SECTION-VIII

F-1

BIDDER'S GENERAL INFORMATION

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-2
BID FORM

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir(s),

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

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

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Central UP Gas Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by CUGL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this

guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
 2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
 3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
 4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
 5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
 6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.
-
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits International Chamber of Commerce brochure No. 600.
 5. Please obtain reimbursement as under:
 6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant)

FOR

Authorized Signature
(Original Bank)

Counter Signature

F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

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

F-6
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-7

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

To,

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

Dear Sir,

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

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

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

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

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

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

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

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

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

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

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

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We

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

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

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

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

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

F-10

AGREED TERMS & CONDITIONS

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable 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	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
14.	Confirm that Annual Reports for the last three 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

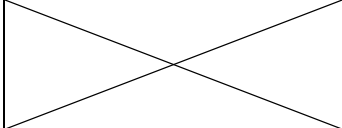
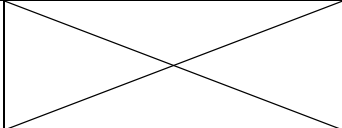
Seal:

F-14
CHECK LIST

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

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

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

	of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
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,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

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

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

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

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

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16
FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

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

Instructions:

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

AGREEMENT

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2023 between M/s _____, hereinafter called the “CONSULTANT” (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 Central U.P. Gas Limited hereinafter called “CUGL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

CUGL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of CUGL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference’s to or with the execution and completion of the Job to be carried out under the Agreement, 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 completion of the Job and which might have included him in making his proposal.

- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

CUGL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by CUGL upon the terms and subject to the conditions of Agreement.

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

1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with CUGL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, CUGL does hereby agree with the Agreement that CUGL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by CUGL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for Signed and Delivered for
and on behalf of CUGL and on behalf of

Date : _____ Date : _____
Place: _____ Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____ 1. _____
2. _____ 2. _____

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.

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

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

Bid Document No: CUGL/C&P/TEN2223/32

SUB : Bid Document for the Hiring of Consultant for EPMC (Engineering & Project Management Consultant) for Kanpur, Unnao, Bareilly & Jhansi for 02 years.

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

SOR
(SCHEDULE OF RATES)
SECTION - VIII

advertisement shall be appointed and paid by CUGL.

- b) The tenders to be floated during the contract period shall be as per scope of work. Invoice shall be raised by PMC and payment shall be released based upon the no. of tender floated on pro rata basis in-line with payment terms. However, in case the no. of tenders are reduced, payment shall be released on actual numbers of tenders floated. Similarly in case the no. of tenders are increased beyond the stipulated nos., the payment shall be made proportionately.
- c) All efforts to be made for the floated tender to be completed in all respect during the contract period. In case of any tender remaining incomplete due to any reasons, the PMC shall complete the scope of work of the SOR item beyond the contract period.

ii) Material Inspection at Vendor's works

- a) Bidder is to quote "MANDAYS" charges per man-day basis towards material inspection at vendor's premises.
- b) Boarding, lodging and conveyance charges for outstation / local travel for inspection of material at vendor's places will be inclusive in the quoted rate. Man day's charges for outside vendor inspection shall be paid as quoted by bidder on actual Man-days consumed.

iii) Man Months Supply: Execution of work (Steel Pipeline)

- **Site staff shall be allowed for leave on Sundays however they need to take permission/information from CUGL in advance before leaving the station.**
- **Site staff has to work for late hours/night hours/on Sundays if the job requires the same, however no extra payment shall be made for the same. Site staff shall be allowed for compensatory off against working on Sundays.**
- **One man-month shall consist of all the days except Sundays. For any other leave, deduction shall be made on pro-rata basis.**
- **Man month shall be calculated on the basis of working days per month per manpower excluding Sundays.**
- **No payment shall be made for working on Sundays. Only compensatory off shall be allowed.**
- **26th January, 15th August & 2nd October shall be holiday for the site staff.**

An attendance register has to be maintained which shall be submitted to CUGL.

iv) Execution of Works : PE/GI Lines:

The consultant shall raise the invoice on monthly basis for site works based on % (as quoted in the tender) of the value of work executed exclusive of taxes (based on PE/GI contractors running/final bill certified amount on monthly basis).

v) General notes:

The rates quoted against these items are inclusive of other expenditure like Office setup, Telephone, fax, boarding, lodging, outstation conveyance, Local conveyance, Xerox and any other expense etc.

vi) Local Conveyance:

Bidder has to provide the means of transportation for their RCM & engineers. Work should not hamper due to non availability of transportation means. Bidder may provide Four Wheelers & Two Wheelers for their engineers.

GST: The above quoted rates shall be exclusive of GST, which shall be paid extra as applicable. However, bidders are requested to confirm the applicability / rate of GST against each SOR item.

**Signature of
Authorized signatory:**

**DATE :
PLACE:**

**NAME :
DESIGNATION :
SEAL :**