



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

**BID DOCUMENT FOR DSM MANPOWER
SERVICES AT CUGL CNG STATIONS FOR
KANPUR AND BAREILLY.**

BID DOCUMENT NO : CUGL/HO/Tender/19

LIMITED DOMESTIC COMPETITIVE BIDDING

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IFB

(INVITATION FOR BID)

INVITATION FOR BID (IFB)

Bid Document No. : CUGL/C&P/Tender/19

Date: 29/11/2014

To,

Dear Sir,

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

As part of project activities, CUGL invites bids under single stage two bid systems as per details given below :

- | | | | |
|------|------------------------|---|---|
| 1.0 | Project | : | CGD Business in Kanpur & Bareilly |
| 2.0 | Name of Work | : | Services for DSM manpower |
| 3.0 | Scope of Work | : | Services for DSM manpower |
| 4.0 | Time Schedule | : | Two years from the date of award |
| 5.0 | Bid Validity | : | 90 days from the bid due date |
| 6.0 | Bid Security / EMD | : | Rs. 2,90,000.00 |
| 7.0 | Pre-Bid Meeting | : | 09/12/14; 15:00hrs |
| 8.0 | Bid due Date with Time | : | 18/12/14; 15:00hrs IST |
| 9.0 | Designated Place | : | Central UP Gas Limited
Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur
Kanpur – 208024 (India) |
| 10.0 | Type of bid | : | Two bid System |
| 11.0 | Basis of Evaluation | : | Packages Basis |

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

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

(K.K. Gupta)
Mgr.- C&P

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ITB

(INSTRUCTION TO BIDDER)

INSTRUCIONES TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

- 1.1 The Owner as defined in the General Conditions of Contract, hereinafter “the Owner” wishes to receive bids as described in the Bidding Documents.
- 1.2 The scope of supply/works shall be as defined in the bidding document.
- 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 this bid document. The term “bid” and “tender” and their derivatives (“bidder/tender”, “Bid/tendered/tender”, “bidding/tendering”, etc.) are synonymous.
- 1.5 Day means calendar day.
- 1.6 Singular also means plural wherever is used.

2.0 ELIGIBLE BIDDERS:

- 2.1 Bidder shall, as part of their bid, submit a written power of attorney authorizing the signatory of the Bid to commit the bidder.
- 2.2 A bidder shall not be affiliated with a firm or entity:
 - That has provided consulting services related to the work to the OWNER during the preparatory stages of the works or of the project of which the works form a part, or
 - That has been hired by the OWNER as engineer/consultant for the contract.
- 2.3 Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this invitation for bids.
- 2.4 The bidder shall not be under a declaration of ineligibility by OWNER for corrupt or fraudulent practices as defined in ITB clause no. 15.0 or debarred from having business with the OWNER.
- 2.5 The bidder and/or its subcontractor should not be on Holiday/Black listed by CUGL or by any Government Department/public sector.

3 BID EVALUATION CARITERIA

As per IFB

4.0 ONE BID PER BIDDER

- 4.1 A bidder shall submit only one bid in the same bidding process.

- 4.2 Alternative bids are not acceptable. Bidder can quote for various items as per scope of supply mentioned in Material Specification (MR) attached in Technical Volume.

5.0 COST OF BIDDING

- 5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and OWNER / Consultant, will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

6.0 CONTENT OF BIDDING DOCUMENT

- 6.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB

Invitation for bids (IFB)

Instruction to Bidders (ITB)

General conditions of Contract. (GCC)

Special conditions of contract (SCC)

Scope of Works

Price schedule/Schedule of Rates (SOR)

Forms & Formats

- 6.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bidding documents. The invitation for bid (IFB) 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.

7.0 CLARIFICATION ON BID DOCUMENTS

- 7.1 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 10 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 beyond ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.
- 7.2 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.

8.0 AMENDMENT OF BID DOCUMENTS

- 8.1 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.
- 8.1.1 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB and shall be notified in writing by fax/post 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.
- 8.2 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

9.0 LANGUAGE OF BID

- 9.1 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 in English Language alone provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.
- 9.2 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. Metric measurement system shall be applied.

10.0 DOCUMENTS COMPRISING THE BID

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

10.1.1 ENVELOPE-I : SUPER SCRIBING TECHNO-COMMERCIAL UN-PRICED BID (PART-1)

Part-I: Techno-commercial/un-priced Bid (to be furnished in 1 original and 1 copy) and shall contain the following documents:

- a) documents to be submitted along with the bid for evaluation as per IFB & ITB (If applicable)

Note: All pages of the bid are to be signed and sealed by authorized person of the bidder.

10.1.2 ENVELOPE-II : SUPERSCRIBING "PRICED BID-NOT TO OPEN WITH TECHNO-COMMERCIAL UN-PRICED BID"- PART-II

Part-II Priced bid shall contain 1 original and 1 copies of Schedule of Rates duly filled-in, in separate sealed envelopes duly signed and stamped on each page. In case of any correction, the bidders shall put his signature and his stamp.

10.1.3 ENVELOPE-III : SUPERSCRIBING "BID SECURITY"- PART- III

Part-III Bid Security shall contain 1 original and 1 copies of Bid security in separate sealed envelopes.

11.0 BID PRICES

11.1 The bidder shall indicate bid prices on the appropriate formats for "Schedule of Rates/Price Schedule" enclosed as part of Bidding Document at Attachment-II. If quoted in separate typed; sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.

11.2 Employer/Consultant reserves the right to award the Contract to more than one bidder based on technical & financial qualification criteria and overall minimum cost to Employer.

12.0 FIXED PRICE

12.1 Prices quoted by the bidder shall be firm and fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

13.0 BID CURRENCY

13.1 Indian bidders may submit bid in any currency (including Indian Rupees) and receive payment in such currency at par with foreign bidder.

13.2 Foreign bidders may submit bid in the home currency of bidder's country or SSS/EURO or in any other currency.

13.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 13.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

13.4 Currency once quoted will not be allowed to be changed. Employer shall not be compensating for any exchange rate fluctuation.

14.0 PERIOD OF VALIDITY OF BIDS

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

14.2 In exceptional circumstance, prior to expiry of the original bid validity period, the Employer/Consultant may request that the bidder extend the period of validity for a specified additional period. The requests and the

14.3 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

15.0 BID SECURITY

15.1 The bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in the IFB.

15.2 The bid security is required to protect the Employer against the risk of bidders conduct, which would warrant the bid securities forfeiture, pursuant to clause 15.7, 24.4 & 30 of ITB

15.3 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/Bankers Cheque in favour of Central UP Gas Limited., payable at Kanpur (issued by Indian nationalized/Scheduled bank or first class international bank) or in the form of Bank Guarantee/irrevocable letter of credit as per format enclosed as attachment-I. CUGL shall not be liable to pay any bank charges, commission or interest on the amount of bid security. In case, bid security is in the form of Bank Guarantee, the same shall be from any Indian scheduled Bank or a branch of an International bank situated in

India and registered with the Reserve Bank of India as scheduled foreign bank in case of Indian Bidder and from any reputed International Bank or Indian Scheduled Bank in case of foreign bidder. However, in case of Bank

Guarantee/letter of credit from banks other than the Nationalized Indian bank, the bank must be a commercial bank 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/letter of credit itself or separately on its letterhead.

The bid security shall be valid for three (03) months from the bid due date.

- 15.4 CUGL may reject any bid not submitted in accordance with clause 15.1 & 15.3 as non-responsive.
- 15.5 Unsuccessful bidders bid security will be discharged or returned, as promptly as possible but not later than 30 days after the expiration of period of bid validity prescribed by CUGL.
- 15.6 The successful bidders bid security will be discharged upon the bidders accepting the order, pursuant to clause 15 of ITB and furnishing the Contract Performance Guarantee pursuant to clause of ITB.
- 15.7 The bid security may be forfeited in case any bidder withdraws its bid during the period of BID VALIDITY. Further, in case of a successful bidder, bid security shall also be forfeited in the following situations:
 - a) If bidder fails to accept the award.
 - b) If bidder fails to accept the correction of errors.
 - c) If bidder does not furnish the performance guarantee.
- 15.8 Bid security should be in favour of CUGL and addressed to CUGL. Bid security must indicate the bid document number and the scope of work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The bid security shall be in the form of formats as attached at attachment-I of bid document.

16.0 PRE-BID MEETING

- 16.1 As per IFB

17.0 FORMAT AND SIGNING OF BID

- 17.1 The bidder shall prepare one original of the document comprising the bid as per clause 10 of ITB marked "original" in addition, the bidder shall submit 2 copies of the bid clearly marked "Copies". In the event of any discrepancy between the original and the copies, the original will govern.
- 17.2 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.
- 17.3 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.
- 17.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

18.0 ZERO DEVIATION / REJECTION CRITERIA

- 18.1 Bidder to note that this is a ZERO Deviation Bidding Document. Employer/Consultant will appreciate submission of offer based on the terms and conditions in the enclosed GCC, SCC, ITB, Scope of Supply / Work, and Technical Specification etc. to avoid wastage of time and money in seeking clarifications on technical/commercial aspect of the offer. Bidders bid shall

be considered non-responsive and will be rejected, if any deviations are taken to the under mentioned provision and no technical and commercial clarifications will be sought for after the receipt of the bid. Notwithstanding to the below criteria's, the bid shall be summarily rejected without any post bid reference to the bidder who do no.

- Meet the BEC Criteria
- Scope of work
- Earnest money deposit (EMD)
- Confirmation to Performance Bank Guarantee (PBG)
- Completion schedule
- Payment terms & Conditions.
- Validity of bid.
- Special conditions of Contract (SCC)
- Force Majeure
- Guarantee/Warranty and Liability Clause.
- Resolution of dispute/ Arbitration
- Firm Price.
- Price not quoted as per SOR's formats
- Not submitting an undertaking that the bidder is not on HOLIDAY/BLACK LISTED by CUGL or any other Govt. Dept./PSUs.
- Bidder is under liquidation
- Bids not confirming to the technical specification.

19.0 E-PAYMENTS

19.1 NA

20.0 AGENT/CONSULTANT/REPRESENTATIVE/RETAINERS/ ASSOCIATED

20.1 NA

D. SUBMISSION OF BIDS

21.1 SEALING AND MARKING OF BIDS

21.2 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below :

Part-I –Techno-commercial /un-priced bid

Part-II Priced Bid

Part III-Original Bid Security

21.3 **Techno-Commercial Un-Priced :** (Part-I) Original Bid of Techno - Commercial un-priced Bid Shall be sealed in one separate envelope super scribing "Techno-Commercial Un-Priced Bid" One copy of Techno Commercial un-priced Bid shall be sealed in separate envelopes super scribing "Techno-Commercial Un-Priced Bid. All these 2 envelopes (1 original + 1 copy shall be sealed in one separate envelope super scribing " Techno-Commercial Un-Priced Bid containing "1 Original+1copies"

- 21.3 **Price Bid** : (Part II) Original Priced Bid shall be sealed in separate envelope super scribing "Priced Bid" "Original" as the case may be. The envelope (original) shall be sealed super scribing "Priced Bid" Original "Not to open along with Techno –Commercial Un-Priced Bid".
- 21.4 Bid Security: (Part III) Original and; each of 1 copy shall be sealed in separate envelopes clearly super scribing "Bid Security" "Original" or "Copy" as the case may be. These envelopes shall be further sealed as detailed hereunder.
- 21.5 All three envelopes containing; Techno-Commercial un-priced Bids, Priced Bids and Bid security shall further be sealed in one outer envelope super scribing " Bid for Procurement" bid Document Number and shall be addressed to Project Manager at address mentioned below.
- 21.6 Bids must be submitted at the following Address:
(Contract & Procurement deppt.)
CUGL, 7th Floor UPSIDC Complex,
Lakhanpur, Kanpur-208024
Phone N0.0512-2582455
- 21.7 Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.
- 21.8 If the outer envelope is not sealed and marked as above, the Employer/Consultant will assume no responsibility for the misplacement or premature opening of the bid.

22.0 DEADLINE FOR SUBMISSION OF BID

- 22.1 The Bid must be submitted at the address as specified in clause 21.6 above not later than the time and date as specified in IFB.
- 22.2 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, extent 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.
- 22.3 In case any bid is submitted at any other location by a party on holiday/black listed by CUGL /Central Govt. Dept./any other PSU, such bid will not be opened /evaluated and such bids shall be returned to the party immediately.

23.0 LATE BIDS

- 23.1 Any bid received by the owner after the deadline for submission of bid prescribed by the Owner pursuant to clause 22 of ITB, will be declared "Late" & Rejected and shall be returned unopened to the bidder.

24.0 MODIFICATION AND WITHDRAWL OF BIDS

- 24.1 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.

- 24.2 The bidder's modification or withdrawal note shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 21 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.

- 24.3 No bid shall be modified after the deadline for submission of bid.
- 24.4 No bid shall be allowed to be withdrawn 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 of a bid during this interval shall result in the bidders forfeiture of its bid security, pursuant to clause 15 of ITB.

E. BID OPENING AND EVALUATION

25.0 BID OPENING

- 25.1 Un-Priced Techno- Commercial bid opening:

25.1.1 The Employer/Consultant will open bids (Part-I & III) including withdrawals and modifications made pursuant to Clause 24 of ITB.

26.0 PROCESS TO BE CONFIDENTIAL

- 26.1 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.
- 26.2 Any efforts by a bidder to influence the Employer/Consultant in any manner in respect of Preparation of Bidding document & further evaluation of bids will result in the rejection of that bid.

27.0 CONTACTING THE EMPLOYER/CONSULTANT

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

28.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 Techno-commercial Bid Evaluation.
- 28.2 The Employer/ Consultant will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been Furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.3 Prior to the detailed evaluation, the Employer/Consultant will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that confirms to all the terms, conditions and specifications of the Bidding Documents without deviations, objections, conditionality or reservations.
- 28.4 No deviation, whatsoever, is permitted in the Bidding Documents and the price bids of those bidders whose technical and commercial bids contain any exception to the conditions and stipulations of the bidding documents shall not be opened and returned un-opened to such bidders.
- 28.5 The Employer/Consultants determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Employer/Consultant, and may not subsequently be made responsive by the bidder by correction of the non-conformity.

28.6 The Employer/Consultant will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirement set forth in the Bidding Documents. In order to reach such a determination, the Employer/Consultant will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- a. Overall completeness and compliance with the Technical Specifications; quality, function and operation of any process control concept included in the bid. The bid that
- b. Does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- c. Any other relevant factor, if any that the Employer/Consultant deems necessary or prudent to be taken into consideration.

28.7 Requisite forms contains all necessary information including those required for meeting qualifying criteria stipulated in IFB etc.

28.8 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 once, however no fresh document will be entertained.

29.0 PRICE BID OPENING

29.1 The Employer/Consultant will open priced bids of all techno-commercially acceptable bidders, accordingly client shall inform to all the bidders.

30.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

30.1 Bids will be checked by the Employer / Consultant for any arithmetic errors will be corrected by the Employer / Consultant as follows:

- a) Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern; and
- b) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall prevail and the total price shall be corrected.

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

30.3 If the bidder does not accept; the correction of errors, its bid will be rejected and the bid security will be forfeited.

31.0 CONVERSION TO SINGLE CURRENCY

31.1 To facilitate evaluation and comparison, the Owner will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the selling exchange rate published by the State Bank of India on one day prior to the price bid opening date.

32.0 EVALUATION AND COMPARISON OF BIDS

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

- 32.2 The evaluation & Comparison of all the responsive bids for supplies to be arrived at the lowest evaluated offer as Under the evaluated price of bidders shall include the following:
- i) Total price quoted by the bidder at FOT site (including Ex-works price, packing, forwarding, taxes and duties including customs duties, if any, on components and raw materials, Excise duty and sales tax in finished components, transit insurance, transportation charges and any other charges if applicable for delivery of material to designated store/site at Kanpur.
 - ii) The evaluated price of Foreign bidders shall include all components of price including Import duty, transit Insurance, Transportation to site up to delivery at FOT site.
 - iii) Technical loading if any as per Technical specification.

F - AWARD OF CONTRACT

33.0 POST QUALIFICATION

- 33.1 In the absence of prequalification, the PURCHASER/CONSULTANT will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid is qualified to satisfactorily perform the contract.
- 33.2 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 PURCHASER/CONSULTANT deems necessary and appropriate.
- 33.2.1 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.

34.0 AWARD CRITERIA

- 34.1 The 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 Employer and is determined to be qualified to satisfactorily perform the Contract.

35.0 EMPLOYER/CONSULTANT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 35.1 The 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 bidders or any obligations to inform the affected bidder or bidders of the ground for Employer action.

36.0 NOTIFICATION OF AWARD

- 36.1 Prior to the expiration of period of bid validity, Employer (CUGL) will notify the successful bidder in writing by 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.
- 36.2 The Completion period shall commence from the date of notification of award/Fax of intent (FOI)
- 36.3 The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 42 of ITB.

37.0 ACCEPTANCE OF WORK ORDER

- 37.1 PURCHASER will issue the Purchase order to the successful bidder, who, within 3 days of receipt of the same, shall sign all pages and return the acceptance copy of the PURCHASER.

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 15 days of receipt of Fax of Intent 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).
- 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 tender shall be considered as cancelled.

39.0 PERFORMANCE GUARANTEE

- 39.1 Pursuant to clauses of GCC- works, bidder will provide performance Guarantee of appropriate value within 15 days of receipt of FOI from the Employer. The Performance Guarantee shall be in form of either Demand Draft or Bankers Cheque or Bank Guarantee or irrevocable letter of credit 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 32 © of GCC- works and the Employer may resort to awarding the Contract to the next ranked bidder.

40.0 EXTENSION ORDER

- 40.1 As per GCC.

41.0 CORRUPT AND FRAUDULENT PRACTICES

- 41.1 The Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
 - b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged corrupt or fraudulent practices in competing for the Contract in question.
- 41.2 The Employer will declare a firm ineligible for a period pursuant to clause works

42.0 INCOME TAX LIABILITY

- 42.1 The bidder will have to bear all Income Tax liability, both Corporate as well as for his personnel.

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 Employer.

44.0 GCC & SCC

In case of any discrepancy between GCC & SCC the condition mentioned in SCC shall be followed.

GCC

(GENERAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS OF TERMS:

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

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

- 12) The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the MANAGING DIRECTOR or any other person so designated by the OWNER.
 - 13) "SITE" shall mean the lands and other places on, under in or through which the works are to be carried out and any other lands or places provided by the owner.
 - 14) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by the addressee by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
 - 15) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
 - 16) "FAX/LETTER OF INTENT" shall mean intimation by a FAX/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
 - 17) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
 - 18) "WORKING DAY" means any day which is not declared to be holiday or rest day by the OWNER.
 - 19) "WEEK" means a period of any consecutive seven days.
 - 20) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work.
2. The contractor hereby confirms that he has already inspected the work site has clearly assessed the nature and extent of work and the conditions under which it will be carried out.
 3. Contractor hereby agrees to provide services and necessary supervision to carry out the work set down in the Schedule of works which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with specific instructions given in part of this contract by utilizing the materials / services if any, agreed to be given by the Company and listed in Annexure. The contractor has to provide necessary services to carry out the work. The work executed shall be to the satisfaction of CUGL, and contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary and for its completion in an efficient and workman like manner.
 4. The rates agreed herein shall remain firm till the expiry of the contract and extended period. The contractor shall not be entitled to any increase or revision (except Statutory) or any other right or claim whatsoever by way of representation, explanation or statement or elect to have been given away by any employee representation or any undertaking or promise given or elect to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates are all inclusive. However, service tax as imposed by State / Central Govt. if applicable, shall be payable by CUGL at actual subject to submission of service tax regn. No.

5. All persons deployed by the contractor shall be on his pay roll and should pay wages, PF contribution and Bonus as prescribed by Govt. and the company have no liability whatsoever in this regard. The persons deployed by the contractor shall remain under his control, supervision & discipline. The CONTRACTOR shall have the power to transfer, re-deploy and terminate their services. The CONTRACTOR shall regular and full payment of wages and salaries not less than the minimum wages, as applicable to the persons engaged by him as required by him under the law.
6. No part of the contract or any share of interest therein shall in any manner or degree be transferred / assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation whatsoever.
7. The Contractor shall be responsible for providing proper services and exercise control over persons deployed by him. He shall also be bound to prohibit and prevent his employee from taking any direct and indirect interest and/or support, assist, maintain, or help from any person or persons engaged in any anti-social activities demonstrations riots or agitation, which may in any way be detrimental or prejudicial to the inter- land / properties in the neighborhood. In the event of any such actions by his persons or persons, contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims, actions, suits, proceedings, losses , or damages on any ground whatsoever.
8. All persons of the contractor entering on work premises shall be properly and neatly dressed and wear badges/ Identity cards while working on premises of the company including work site. The contractor shall provide safety shoes, uniform as desired by CUGL.
9. In case of the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by company to the contractor on receipt of the said notice , such a person will not be reemployed without express and written authorization of CUGL.
10. Any failure on part of the COMPANY at any time to enforce the strict observance of the performance of any of the terms and conditions of this CONTRACT or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the COMPANY to exercise the same at any later date.
11. CONTRACTOR shall from time to time during the progress of the service issue such further instructions as shall be necessary for the purpose of proper and adequate execution of the services.
12. The contractor shall remove or replace any workman whom the company considers incompetent or unsuitable.
13. CUGL reserves the right to alter the scope of work in quantum as per the urgency of work. The contractor shall accordingly provide services as may be required by contract coordinator on giving a notice of two days
14. CONTRACTOR shall exclusively be liable for non-compliance of the provisions of any acts, laws rules and regulations having execution, bearing over engagement of workers directly or indirectly for execution of work and the CONTRACTOR hereby undertakes to indemnify CENTRAL UP Gas Limited against all actions, suits, proceedings, claims, losses, damages etc. which may be arise under Minimum Wages Act Industrial Dispute Act, Family pension and Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged by the CONTRACTOR under this CONTRACT.

15. Company shall not be liable for or in respect of any damages or compensation for any injuries or for any occupational diseases to any persons engaged by the CONTRACTOR and the CONTRACTOR shall keep the company indemnified thereof.
16. The contractor shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings and fixtures whatsoever it may be caused directly or indirectly.
17. The CONTRACTOR/his employees/agents/representatives shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this CONTRACT or descriptions of the site dimensions, quantity, quality or other information, concerning the work unless prior written permission has been obtained from the OWNER.

18. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:-

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

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

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

19. TENDERER'S RESPONSIBILITY:-

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

20. SIGNING OF THE CONTRACT:-

The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with Tender Document within 15 days of the receipt by him of the LETTER OF INTENT OR WORK ORDER whichever is earlier.

21. NOTE TO SCHEDULE OF RATES:-

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

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

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

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

22. POLICY FOR TENDERS UNDER CONSIDERATION:-

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

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

23. CONTRACTOR TO INDEMNIFY THE CUGL:

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

24. Following documents form the part of this contract.

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

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

25. FORCE MAJURE:

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

26. LABOUR LAWS :

- a) No labour below the age of 18(eighteen) years shall be employed on the WORK.
- b) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- c) The CONTRACTOR shall at his expense comply with all labour laws and keep the OWNER indemnified in respect thereof.
- d) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- e) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACTOR. Such fee/deposit shall be borne by the CONTRACTOR.
- f) The CONTRACTOR shall employ labour in sufficient numbers either to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the PROJECT LEADER.
- g) The CONTRACTOR shall furnish to the PROJECT LEADER the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the PROJECT LEADER a true statement showing in respect of the second half of the proceeding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.
- h) The CONTRACTOR shall comply with the provisions of the payment of wages Act 1946, Minimum Wages Act 1948, Employers liability Act 1935, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- i) The PROJECT LEADER shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a Worker or Workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- j) The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB- CONTRACTOR. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the OWNER a sum not exceeding Rs.50.00 as Liquidated Damages for every

default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the PROJECT LEADER and in the event of the CONTRACTOR'S default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORKS put to tender. The PROJECT LEADER shall deduct such amount from bills or Security Deposit of the CONTRACTOR and credit the same to the Welfare Fund constituted under these acts. The decision of the PROJECT LEADER in this respect shall be final and binding.

27. ARBITRATION:

Except where otherwise provided in the tender documents, all questions and disputes or difference relating to or arising under the terms and conditions or as to any other question, claim, right matter or thing, whatsoever in any way arising out of or relating to the terms and conditions of the contract or the execution of failure to execute the same whether arising during the progress of the work after the completion or abandonment thereof shall be referred to the arbitration of sole arbitrator to be appointed by General Manager, CUGL. There should be no objection from the contractor to any such appointment on the grounds that the Arbitration is an employee of the CUGL and that he had to deal with the matter to which the contract relates and that in the course of his duties as an employee of the CUGL he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred, being unable to act for any reason, General Manager shall appoint another person to act as some arbitration in accordance with the terms and conditions of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the General Manager as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to Arbitrator at all.

28. EARNEST MONEY DEPOSIT

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

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

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

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

29. **Security Deposit:** The contractor shall submit Bank Guarantee in our prescribed format, for a value of 10% of one year's contract value (excluding taxes & duties) , in favour of CUGL, valid for a period of 90 days beyond the contract validity. The Security deposit shall be from Nationalized / Scheduled bank except Co-operative bank within 15 days from the date of issue of work order. The SD will not bear any interest. Any amount due to CUGL, as per contractual terms & conditions shall be deducted from SD. In case SD is not sufficient to recover the outstanding amount, then CUGL reserves the right to recover the same from any other means available to CUGL.
In case of failure to submit the SD within the stipulated time, the LOI (Letter of Intent)/ Work Order issued may be withdrawn & EMD submitted against the tender may be forfeited.

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

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

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

32. **Insurance:**

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

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

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

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR'S or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of to remit to the State Bank of India. Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all Cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the to maintain such records. Any expenses incurred for the contribution, making contributions or maintaining records shall be to the CONTRACTOR'S account.

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

- ii) **WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
Insurance shall be effected for all the CONTRACTOR'S employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR'S Insurance.
- iii) **ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER :**
CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER.
- iv) **ACCIDENT OR INJURY TO WORKMEN:**
The OWNER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any save and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

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

- I) CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies with in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives etc.
- II) The CONTRACTOR shall take sufficient care that employees /representatives/agents do not cause any damage to any person or to the property of the OWNER or any third party and in the event of any damage resulting to the property of the OWNER or of a third party cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR.
- III) The CONTRACTOR shall indemnify and keep the OWNER harmless of all claims for damage to property other than OWNER'S property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, subcontractors, his agents, representative of subcontractors.

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

34. In case the contractor fails to provide the required services under the contract to the satisfaction of CUGL, CUGL reserves the right to get the services through alternate agencies at the risk and cost of contractor and penal deduction shall be made, from the contractor's bills and the decision of CUGL in this connection shall be final and binding on the contractor.
35. The renderer hereby agrees to provide services and necessary such provision to carry out the work as given in the scope and description of work.
36. The work executed shall be to the satisfaction of CUGL and contract rules shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for the completion in an efficient and workman like manner.
37. The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and abide by all necessary license / permissions from the concerned authorities as provided under the various labour laws / legislation including labour license from the competent authority under The Contract Labour (Regulation & Abolition) Act 1970.
38. The renderer should have his PF account no. with Regional Provident Fund Commissioner and shall submit to the COMPANY proof of depositing the employee's contribution, on monthly basis.
39. The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, The Employees State Insurance Act 1948, The Contract Labour (Regulation and Abolition) Act 1970, The Minimum Wages Act 1948, The Payment of Wages Act 1936, Workmen's Compensation Act, 1923 and other relevant Acts rules and regulations in force from time to time in respect of the person deployed by him to carry out the obligation under the contract.
40. The contractor shall be responsible for necessary contributions towards PF, ESI or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to CUGL and shall deposit the required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees PF and shall be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of CUGL.
41. The contractor shall regularly submit all relevant records / documents in this regard to CUGL representative for verification and upon such satisfaction only, CUGL will allow payment to the Contractor.
42. The contractor shall ensure and will be solely responsibly for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues and employment of personnel deployed by him.
43. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

44. The tenderer shall not engage any person(s) less than eighteen years of age and shall not pay less than what is prescribed under law.
45. **CUGL RESERVES THE RIGHT TO:**
- i. Reduce the rates at which payment shall be made if the quantity and quality of services although acceptable is not up to required standard.
 - ii. Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper and adequate execution of the service and the CONTRACTOR shall carry out and be bound by the same.
 - iii. In order the contractor to remove or replace any person engaged in providing the services to the COMPANY whom the company considers incompetent or unsuitable. Opinion of the representative in the competence of any person engaged by the contractor shall be final and binding on the contractor.
46. **AWARD OF CONTRACT:**
- The Acceptance of Tender will be intimated to the successful Tenderer by CUGL either by Telegram/Fax or by Letter or like means-defined as LETTER OF INTENT OR WORK ORDER.
CUGL will be the sole judge in the matter of award of CONTRACT and the decision of CUGL shall be final and binding.
47. The contractor shall be required to obtain requisite labour license / permission from the appropriate authorities as provided under the various labour regulations, before undertaking any contract work. The contractor shall exclusively be liable for compliance of the provisions of any Act, laws, rules and regulations having execution, taking over engagement of his personnel directly or indirectly for execution of work and the contractor hereby undertakes to indemnify the company against all actions, suits, proceedings, claims, losses, damages etc. which may arise due to his noncompliance of the provisions under various laws mentioned in this document or not herein specifically mentioned but having direct or indirect application for the persons engaged under the contract.
Company shall not be liable in respect of any damages or compensation for any injury or for any occupational diseases, to the employment to any person engaged by the contractor and the contractor shall keep the company indemnified thereof.
48. During the currency of the job, if the work progress does not commensurate with time elapsed in respect of any person / persons engaged, the contractor shall be liable to pay the company compensation as may be considered reasonable by the company.
49. In case of any default for more than three days in respect of services to be provided in accordance with the requirements specified by the officer in charge, Company will have the right to avail the services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.
50. The company for any reason whatsoever of which the company shall be the sole judge may terminate this contract by giving notice of 15 days and the contractor shall vacate the work place with his men and material on the expiry of such notice period in the event of such termination of the contract. The contractor shall be paid for all the work executed up to the date of terminations of the contract including refund of security deposit subject to deduction of any dues, penalties, other recoveries etc within a period of two months at the discretion of the officer in charge.
51. CUGL reserve right to short close/ Terminate the contract any time based on non- performance/ poor performance during contractual period by giving 15 days notice.
52. The contractor shall be liable for making good all damages / losses arising out of theft, pilferage of any furniture, equipment, fittings, fixtures, utensils, appliances whatsoever as may be caused directly or indirectly by the persons engaged by the contractor. At the appointed date, place hour the contractor shall make available persons to be engaged along with appropriate tools wherever stated.

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

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

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

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

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

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

SCC

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 Details of Resource Deployment

- A. The rate contract for dispenser operation services at CNG stations in the city Kanpur & Bareilly shall be awarded on the basis of total manpower for CNG stations. CUGL intends to outsource the manpower presently for five CNG stations in Kanpur (Fazalganj, Makadikheda, Juhi, Panki & Chakeri) and one CNG station in Bareilly (Rohilla), which may increase or decrease depending on the future requirements.
- B. CUGL reserves the right to utilize the services of manpower resource of one CNG station to another CNG station under the same terms and conditions.

2.0 Qualification & Skill Requirement

A two tier engagement of services for executing the works in fulfillment of this rate contract shall be made as follows:

- A. **Dispenser sales man (DSM) (Category: Un-Skilled)**
Eligibility: a) He should preferably be High school.
b) The minimum age limit is 18 years and Maximum up to 50 Years.
- B. **Supervisor (Category: Semi- Skilled)**
Eligibility: a) He should preferably be Graduate.
b) The minimum age limit is 18 years and Maximum up to 50 Years.

3.0 Shift Schedule & Timing for CNG stations

The requirement of manpower services presently in 6 CNG stations (5 in Kanpur & 1 in Bareilly) to execute the dispenser operation defined in the scope of work shall be as specified herein below:

Shift Timing:

Shift –A: 06:00 am to 02:00 pm

Shift –B: 02:00 pm to 10:00 pm

Shift –C: 10:00 pm to 06:00 am

- A. The shift timings, which include all breaks, are indicative and subject to change as per engineer in charge without any prior notice. The manpower working in different CNG stations must strictly adhere to the timings and schedule planned. Any request for change in timings/ plan for leave by DSMs shall be properly managed by Service provider.
- B. There is in house estimate on per manpower basis for all categories covering minimum wages, amount payable on account of statutory requirement and service charges for service provider and the same shall be referred for evaluation purpose. Service provider has to ensure compliance of all statutory regulations.
- C. Service Provider is to quote keeping in view the quantum of man hour services to be deployed at each CNG station as per their skill levels, minimum wages applicable (as per central sphere/mentioned decided by CUGL), statutory taxes/deductions applicable and his service charges, which shall be evaluated with respect to Owner's estimate.
- D. Service Provider has to ensure compliance of all statutory regulations. CUGL has the right to ensure as principal employer of the services that the services being provided by the contractor are in accordance with the statutory regulations.

4.0 Other Important Clauses

A. Manpower:

a) The service provider also confirm exactly, fully and faithfully to instructions in writing in respect of the work assigned by engineer in charge.

b) The resources provided or manpower deployed in CNG stations is solely for the purpose of CUGL dispenser operation service. It should not be used for any other purpose for any other agency or contractors in any case.

c) CUGL will provide the uniform along with safety shoes to all the manpower as prescribed by CUGL. DSM and supervisor have to wear uniform on duty. It shall be the sole responsibility of service provider to ensure the use of uniform and safety shoes by DSMs and Supervisor during duty hours.

d) Service provider has to produce full & final settlement receipt in case of termination of services of any employee.

e) Service provider has to provide the salary to manpower as per minimum wages between the dates 1st to 7th of every month through e payment only. Bank statement duly endorsed by service provider shall be submitted along with monthly bills at Kanpur & Bareilly separately.

f) Service provider has to provide alternate manpower in place of absent manpower immediately for smooth operation of dispensers. Operation of dispensers is for 24 hrs. in a day and 365 days in a year. Service provider has to ensure the availability of manpower by considering these conditions.

B. Compliance to statutory guidelines/law

a) Service provider shall comply with the Statutory requirements / Rules / Laws like Labour Laws, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Personal Injury (Compensation Insurance) Act, Industrial Dispute Act, Shop & Establishment Act, Employee Provident Fund Act, Family Pension and Deposit Linked Insurance Scheme or any other act related to the manpower's welfare.

b) Service provider shall be responsible for Insurance Coverage of the complete manpower engaged for dispenser operation under the workmen's compensation Act / Group personal accident policy for the number of person engaged by him at any point of time. He shall produce necessary documentation for the same to CUGL. He shall not engage any person less than 18 years of age and shall not pay less than what is prescribed under minimum wages act.

c) Service provider shall indemnify and keep indemnified the CUGL from and against all third party claims whatsoever including but not limited to property loss and damage, personnel accident injury or death etc.

d) Service provider shall at his own expenses comply with all labour laws and keep the CUGL indemnified in respect thereof. The CUGL shall be entitled to deduct directly from the bills to be paid to Service provider any sum, fines / penalty payable by the Service provider and which sum / sums the company is required to pay as the principal employer on account of the Service provider default in respect of all liabilities referred to in above clause.

e) Service provider shall pay the wages according to the minimum wage act and CTC decided by CUGL. The wage of every labour employed to perform duties under this contract shall be paid to him before the expiry of 7th day of the month in respect of which wages are payable (i.e. wages of the month have to be paid by him of 7th day of the next month) through e-payment mode only.

f) Service provider shall be liable to pay all remuneration, salary and other payments (including statutory benefits) including necessary insurance to his employees and CUGL shall not be concerned with the same. Service provider shall indemnify CUGL against all / any claim by his employees including accident, remuneration, benefits or otherwise.

g) Service provider shall be responsible for the payment of all salaries / wages, allowances, emoluments, gratuity and such other payments etc. as may be required to be paid to the employee by the Service provider under any law or statutory rules applicable to the employee, and the Service provider shall discharge all such liabilities promptly and keep CUGL indemnified and from same at all time.

h) Service provider shall be responsible for the payment of contribution under Employee State Insurance Act, Provident fund and other statutory payment to be made under any law or statutory rules and regulations for the time being applicable to the staff engaged by the Service provider for the work at the CUGL's premises and the Service provider shall discharge all such liabilities promptly and indemnify and keep the CUGL indemnified from same at all time. Service provider shall submit the ESIC & EPF challans along with employee wise detail duly endorsed by service provider separately at Kanpur & Bareilly. Without these documents, no monthly payments will be done by CUGL.

i) In view of death, injury or accident to employee, Service provider should take Workman's Compensation Policy / Group Personal Accident Policy for the person being engaged with Service provider at a time.

j) Service provider shall be responsible to comply with all the liabilities and accordingly, BIDDAR shall maintain all record and registers and produce before the competent Authorities under the Act or the CUGL as and when demanded.

k) CTC of DSMs & Supervisor will be fixed by CUGL based on current minimum wages of central sphere as on 01.10.14 for un skilled & semi skilled respectively. However, it is the responsibility of service provider to intimate the CUGL in writing on revision of minimum wages time to time and based on this, CUGL will pay the revised rates to service provider for salary to DSMs and supervisor.

By way of illustration of various Acts as stated in the contract, the Service Provider thereof shall comply with the following Acts prevailing from time-to-time or any amendments therein;

- The Employee's Provident Fund Act, 1952
- The Employee's State Insurance Act, 1948
- The Contract Labour (regulation and abolition) act, 1970
- The Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Workmen's Compensation Act, 1923.
- The Payment of Bonus Act, 1965
- The Factories Act, 1948

Any other statutory requirements of Local / State Government / Government of India shall be fully complied by the Service Provider and same shall be included in his scope of work.

C. After getting the work order: Records to be submitted by service provider

1. Bio data of all employees with recent photographs.
2. Copy of appointment letter of employees.
3. Employee identity card for all employees (photo copy).
5. Record of police verification in case of new employee.

D. After starting of operation: Records to be maintained by service provider

1. Attendance record of all employees to be maintained at CNG stations and station wise attendance duly approved by service provider shall be submitted to EIC of CUGL at Kanpur & Bareilly.
2. Monthly Records of ESI & PF duly endorsed by service provider (challans & employee wise detail) to be maintained and submitted to EIC of CUGL at Kanpur & Bareilly.
3. Record of salary deposited through e- payment (electronic payment only) and subsequently to be submitted to EIC of CUGL at Kanpur & Bareilly every month along with monthly bills.
4. Monthly station wise shift schedule to be prepared and submitted to engineer in charge and display at CNG stations at Kanpur & Bareilly.
5. Record of periodic shifting (shifting of manpower with consultation with station in charges) of manpower from one station to another should be maintained and submitted to engineer in charge of CUGL.

E. Deduction against non compliance

In case service provider fails to comply with any of the conditions of contract, the necessary deductions as indicated below shall be made:

1. If manpower of service provider found engaged in malpractice or tempering with dispensers, he should be removed immediately by service provider. Penalty of Rs. 1, 0000.00 will be imposed on service provider per incident.
2. If manpower not reached at right time of duty at CNG stations, penalty of Rs. 100.00 per hour will be imposed. Penalty shall be limited to the total amount of salary of manpower for one shift.
3. Any damage in dispensers/CUGL property/damage in weight & measurement seal of dispensers/loss of money collected from customer/ liability or losses incurred by service provider or his manpower shall be in the account of service provider.

Engineer in charge is the final authority for deciding the amount of deductions to be made under this clause as above and his decision shall be binding on the service provider. However the service provider may be given the chance to present his case.

F. Terms of Payment

Payment shall be within 30 days on monthly submission of accepted invoices along with necessary documents. Invoices shall be separately submitted to Kanpur & Bareilly. Invoices of Kanpur & Bareilly shall be submitted separately. Invoice of Kanpur shall be submitted to Kanpur & Bareilly shall be submitted to Bareilly.

G. Contract Period

Contract period shall be for 2 years.

H. Termination of contract

If services provided by service provider are not as per satisfaction of CUGL, contract shall be terminated by giving one month prior notice.

I. In case of accident/injury

Service provider is bound to bear all the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect the safety precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the service provider, be paid to compensate claim by any such person.

J. Collection and Deposit

- The Service Provider shall be responsible to carry out all the money collected by DSMs from CNG consumers and depositing the collected money to shift supervisor of CUGL as per gas sale. Service provider shall be responsible for any sort of theft, robbery, short in money etc... right from the collection of cash from the dispensing point up to the deposition to the shift supervisor. Any short in payment by DSM shall immediately deposited by service provider on intimation by Station In Charge of CUGL.
- Service provider's manpower (DSM) shall dispense CNG at the price fixed by the CUGL. Revision in rate from time-to-time shall be updated by the CUGL in Dispensers. Any unauthorized changes in the dispenser pricing is subject to penalty to Service Provider as per penalty clause.

K. Care of dispensers

Service provider's manpower shall ensure that the dispensers are operated by properly trained manpower in a prudent manner and manpower take due care of dispensers. In case of breakdown in or damage to or defect in the dispensers, the manpower shall immediately notify the same to the shift supervisor/station in charge of CUGL. The Service Provider's manpower shall also take due care of and take appropriate measures for the protection of the CUGL's Signages / Hoardings, etc.

L. Follow the guidelines

i) Service provider's manpower shall ensure and follow the guidelines / norms for dispensing of CNG as laid by CUGL / Statutory authority for all filling, especially for new CNG conversion reported at station and also ensure and emphasize for RTO registration for CNG conversion / installation in to vehicles prior to dispensing.

ii) Service provider shall ensure compliance with all such safety guidelines / directives given by the CUGL from time to time which will include but not to be limited to checking of metallic plates (fitted on body of the vehicle signifying make of CNG conversion Kit, CNG cylinder, validity thereof, etc...) endorsement in RC book (Issued by Regional Transport Office) of the vehicle and witnessing the healthiness of the cylinder prior to filling CNG in the vehicle.

M. Customer satisfaction survey

CUGL may conduct the Customer Satisfaction Survey from time to time pertaining to the Dispenser operations extended by Service provider. The detailed evaluation shall be made & based on performance rating; CUGL may take necessary action in this regard.

N. Service provider shall take the undertaking (copy of undertaking to be submitted to CUGL at Kanpur & Bareilly) from all the manpower (DSM & supervisor) on award of contract stating that if any person found in malpractices during gas filling, he shall be removed/terminated immediately from duty without any further discussion.

- O.** Service provider shall not have any pending case of depositing the ESIC & EPF of employees in past in CUGL. Service provider shall submit the undertaking for the same along with un priced bid. If there is any pending case, their bid will not be qualified.
- P.** Service provider shall continue the existing PF & ESIC nos. of manpower (DSMs and Supervisor) for existing employees and for new employees, new ESIC & PF nos. will be opened.

FORMS & FORMATS

F-1
BIDDER'S GENERAL INFORMATION

To,
Central UP Gas Limited
7th Floor, UPSIDC Complex
A-1/4, Lakhanpur Kanpur-24

- 1.1 Bidder Name : _____
- 1.2 Name of years in Operation : _____
- 1.3 Address of Registered Office : _____
City_____ State_____
- Country_____ PIN/ZIP _____
- 1.4 Operation Address if different
from above : _____

City_____ State_____
- Country_____ PIN/ZIP _____
- 1.5 Telephone Number : _____
(Country Code) (Area code) (Telephone Number)
- 1.6 E-mail address : _____
- 1.7 Website : _____
- 1.8 Fax Number : _____
(Country code) (Area code) (Telephone Number)
- 1.9 ISO Certification, if any (if yes please furnish details)
- 1.10 bid currency _____
- 1.11 Port of shipment _____
- 1.12 Whether supplier/ manufacturer
/ Dealer/ Trader/ Contractor _____

1.13 Type of Materials Suppliers : _____

1.14 Banker's Name : _____

1.15 Branch : _____

1.16 Branch Code : _____

1.17 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1.18 Excise Registration number : _____

1.19 Excise Range : _____

1.20 Excise Division : _____

1.21 Excise Collectorate : _____

1.22 Local ST No. : _____

1.23 CST No. : _____

1.24 PAN No. : _____

1.25 Whether SSI Registration or not : _____

(SIGNATURE OF BIDDER WITH SEAL)

F-2

BID FORM

To, Central UP Gas Limited
7th Floor, UPSIDC Complex,
A-1/4, Lakhanpur, Kanpur-208024

Dear Sir,

After examining the Bidding Documents for supply of _____
Including technical specification, drawing, general and special conditions of contract and schedule
Of rates etc. the receipt of which is hereby duly acknowledge, we the undersigned are pleased to
offer to execute the whole of the job as per specified items(nos. as per SOR _____
) in conformity with the said bid documents, including Addenda nos. _____

We agree to abide by this bid for a period of four (4) months from the date fixed for bid opening
under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time
before the expiration of that period.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document
within the completion schedule specified therein. If our bid is accepted we will provide the
performance guarantee equal to 10 % of the contract price, for the due performance within 15 days
of such award.

Until a formal contract is prepared and executed this bid, together with your written acceptance
thereof in your notification of award, shall constitute a binding Contract between us.

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

SEAL AND SIGNATURE

DATE

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME :

ADDRESS :

F-3A

Annual Turnover

Each Bidder must fill in this form

Annual Turnover date for the last 3 years:

Year	Currency	Amount	Ex. Rate (*)	Amount (*)
Year 1:				
Year 2:				
Year 3:				

Each member of a JV/Consortium must fill in the form (JV / Consortium)

Annual Turnover date for the last 3 years:

Year	Currency	Amount	Ex. Rate (*)	Amount (*)
Leader of JV/ Consortium				
Year 1:				
Year 2:				
Year 3:				
Partner A				
Year 1:				
Year 2:				
Year 3:				
Partner B				
Year 1:				
Year 2:				
Year 3:				

1. The information supplied should be the Annual Turnover of the bidder & each member of a consortium.
2. A brief note should be appended describing thereby details of turnover as per audited results.
3. In case of more partners the above details of each partner has to be filled-in

SEAL AND SIGNATURE OF THE BIDDER

F – 3B

FINANCIAL STATUS

Bidder must fill this form

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year		
	Amount	Ex. Rate (*)	Amount (INR) (*)
1. Current assets			
2. Current Liabilities			
3. Working Capital (Current Assets-Current liabilities)			
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)			
5. Profits before taxes (PBT)			
6. Return on Equity (PBT/NW)x100			

1. Attached are copies of the audited balance sheets, including all related notes and income stated for the last Audited Financial year, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF THE BIDDER

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/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

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 CUGL, 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 _____ (this date should be 6 months after the date finally set out for closing of tender). 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 _____ 200 at _____.

WITNESS:

(SIGNATURE)

(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)

(NAME)

Designation with Bank Stamp)

Attorney as per

Power of Attorney No. _____

Date _____

**INSTRUCTIONS FOR FURNISHING BID GUARANTEE
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 banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bid Documents.
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 banks E-mail/Fax/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/- (Rupees one hundred crore) of equivalent along with documentary evidence.

F – 4A
FORMAT FOR LETTER OF CREDIT FOR BID SECURITY

To,
(Beneficiary)
Central Up Gas Limited

Irrevocable and confirmed Letter of Credit No.....
Amount : Rs./USS

Validity of this Irrevocable :(In India)
Letter of Credit (2 months beyond validity of offer)

Dear Sir,

You are hereby authorized to draw on.....(Name of Applicant with full address)
for a sum not exceeding.....available by your demand letter (draft) on them at sight drawn
for.....Rs./USS accompanied by a certificate by CUGL, with the Tender No. duly incorporated
therein, that one or more of the following conditions has/have occurred, specifying the occurred
conditions :

- i) The bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
- ii) The Bidder varies or modifies its Bid in a manner not acceptable to CUGL, during the period of bid validity or any extension thereof duly agreed by the Bidder.
- iii) The Bidder, having been notified of the acceptance of its Bids,
 - a) Fails or refuses to execute the supply order/contract
 - b) Fails or refuses to furnish the contract performance Security within 30 days before expiry of bid Security.
 - c) Fails to accept arithmetic corrections as per tender conditions.

- 1. This Irrevocable Letter of Credit has been established towards Bid Security Tender No.....for.....(item)
- 2. We hereby guarantee to protect the Drawers, Endorsers and confide holders from any consequences which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
- 3. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits(1993 Revised) International Chamber of Commerce brochure No. 500.
- 4. Please obtain reimbursement as under:
- 5. 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

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.

Date:

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

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation _____ Signature _____
- 2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Only two people from bidder are permitted to attend techno-commercial un-priced and price bid opening.

NO DEVIATION CONFIRMATION

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

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/deviations anywhere in the bid and we agree that if any Deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

F- 7
CERTIFICATE

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

Dear Sir,

If we become as successful bidder and pursuant to the provisions of the Bidding Documents award is given to us for supply of quoted items 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 and agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. 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 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 in any manner, claim, cause of action or things whatsoever arising of or under the Agreement.”

Seal and Signature of Bidder

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

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

Dear Sir,

M/s _____ have been
awarded the work of _____
for CUGL, 7th floor, UPSIDC complex, A-1/4, Lakhanpur, Kanpur.

The contracts conditions provide that the CONTRACTOR shall pay a sum _____ (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 out office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with 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 CUGL, we shall on demand pay 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 from time to time require.
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 _____ whcih under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of _____ (_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputers have been raised by the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal court.

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 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 _____ if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ 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 48 hours of the presentation of the letter of invocation of Bank Guarantee, should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Kanpur Courts.
7. We have power to issue this guarantee in your favour 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,

By its Constituted Attorney Bank

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

INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE 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 ITB.
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 Purchaser.
4. If a bank guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant confirming its net worth is more than Rs.1,000,000,000/- (Rupees one hundred crore). Or its equivalent in foreign currency along with a documentary evidence.

F-9
CERTIFICATE OF NON- INVOLVEMENT OF AGENT

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

Dear Sir,

This is to certify that we have not engaged/involved any agent/ consultant retainer /associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no agent's/representative's/ consultant's Commission is payable in India or abroad against this contract/order.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the letter head of the bidder.
2. This certificate is to be issued only if there is no agent/consultant/retainer/associate is involved.

F- 10
PROFORMA FOR DETAILS OF INDIAN AGENT

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

Dear Sir,

Following are the details of Indian agent/consultant/representative

S.No.	Description	Bidder's response
1.	Name & address of agent/consultant/representative in India	
2.	The precise relationship between the bidder and their agent/consultant/representative in India	
3.	The mutual interest which the bidder and Agent /Consultant/Representative in India have in the Business of each other.	
4.	Any payment which the Agent/ Consultant /Representative in India or abroad receives from the bidder whether as a commission of the contract or as a general retainer fee.	
5.	Permanent Income Tax Account number of Agent/Consultant/Representative in India	
6.	Permanent Income Tax account of bidder in his country and also in India, if applicable	
7.	All services to be rendered by the Agent/ Consultant/ Representative	

Note: Aforementioned information's need to be supported with necessary documents Permanent Income Tax Account number of Agent/Consultant/Representative in India

SIGNATURE AND SEAL OF BIDDER

F- 11
LETTER OF UNDERTAKING

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

Dear Sir,

This is to certify that we (Name of the bidder () is neither on Holiday

Or black listed by CUGL nor by any central government department/central PSU.

In case the above information is found wrong, action may be taken as per the provision of GCC-works/goods.

SIGNATURE AND SEAL OF BIDDER

Note: The under taking should be issued on the letterhead of the bidder.

F- 12
LIST OF ENCLOSURES

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

Dear Sir,

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

- a) Power of Attorney of the signatory to the Bidding Document.
- b) QA/QC Manuals for items mentioned in the SOR.
- c) Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth ect. Along with information as sought in enclosed formats F-3A and F-3B
- d) Copy of Bidding Documents along with addendum/corrigendum no.... 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.
- e) All documents pertaining to satisfying BEC for evaluation of required items as per scope of supply/work suppliers as per Technical Specifications.

(SEAL AND SIGNATURE OF BIDDER)

F-13

CHECK LIST

Bidder are requested to duly fill in the checklist. This checklist given only certain important items to facilitate the bidder to make sure that they as called for in the bid document have submitted the necessary date/information 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:

<u>S. NO.</u>	<u>DESCRIPTION</u>	<u>STATUS</u>
1.0	Signing and stamping each sheet or offer, original bid document Including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the Un-priced part:	
a)	Covering Letter, Letter of Submission	<input type="checkbox"/>
b)	Bid Security	<input type="checkbox"/>
b)	Signed and stamped original copy of bid document along with Drawings and addendum (if any)	<input type="checkbox"/>
d)	Power of Attorney in the name of person signing the bid	<input type="checkbox"/>
e)	Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart.	<input type="checkbox"/>
f)	Bidder's declaration that they are not under any liquidation court Receivership or under holiday list for similar proceedings.	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by Authorized person(s)	<input type="checkbox"/>
4.0	Confirm that the price bid ghas been duly filled in for each item, Signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way	<input type="checkbox"/>
6.0	Confirm that any correction in the Un-priced part has been Initialed and stamped by the authorized person.	<input type="checkbox"/>

- | | | |
|------|--|---|
| 7.0 | Confirm that any correction in the “Price Part” part has been signed in full and stamped by the authorized person | <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> |
| 8.0 | Confirmation that no deviations are taken against commercial and technical specifications of the bid document. | <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> |
| 10.0 | Confirm that annual reports for last three financial years & duly filled in Form 3A & 3B are enclosed in the offer for financial assessment | <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> |
| 11.0 | Confirm that copies of Purchase Order, Inspection release note Etc are enclosed confirming the experience of manufacturing the quoted items. | <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> |

(Seal and Signature of Bidder)

AGREEMENT

Contract agreement for the work/hiring services of.....2013 (Two Thousand thirteen) between M/s in the town ofhereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the “Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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

AND WHEREAS

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

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

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

AND

3. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and other as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the payments to be made at such time and in such manner as is provided in CONTRACT.

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the

works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc. brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

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

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

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

Signed and Delivered for
and on behalf of
OWNER

Signed and Delivered for
and on behalf of
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....

BEC

(BID EVALUATION CRITERIA)

BID EVALUATION CRITERIA

(A) Technical Criteria

- Service provider shall have minimum 3 years Operation/maintenance of manpower supply experience of hydrocarbon industries/City gas distribution companies etc.
- Service provider shall be required to submit the following supporting documentation and proof for the above mentioned requirement.
 - Reference list of previous manpower supplies.
 - Copies of detailed purchase orders.
 - PF registration.
 - ESIC registration.
 - Labour registration.
- Bidder should have executed similar kind of services for at least preceding 3 year, out of which bidder must have executed single order value of minimum 75 Lacs excluding service tax.

(B) FINANCIAL CRITERIA

1.1 Turnover

The minimum annual turnover achieved by the Bidder as per their audited financial results during any one of the three financial years (i.e. 2011-12/ 2012-13 / 2013-14) should be as below;

Minimum annual Turn Over : Rs. 72.50 Lakh

1.2. Net worth

Net worth of the Bidder should be positive as per the last audited financial statement (i.e. for FY 2013-14).

1.3 Working capital

The minimum working capital of the Bidder as per the last audited financial year (i.e. for FY 2013-14) should be as below;

Minimum working capital : Rs. 14.50 Lakh.

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

In case bidder quotes for more than one city, the requirement of Annual turnover and Working Capital shall be on cumulative basis.

3.0 DOCUMENTS REQUIRED TO REVIEW QUALIFICATION CRITERIA

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.

1. Reference list of previous supplies.
2. Copies of detailed purchase order.
3. Annual audited reports including Balance Sheets and Profit & Loss account statement for which the data is being provided so that the data provided above can be verified.

SOW

(SCOPE OF WORK)

SCOPE OF WORKS

Scope of work for providing Dispenser operation services:

The scope of work under this contract includes operation of dispensers at following CNG stations (existing):

1. Fazalganj CNG station
2. Juhi CNG station
3. Makadikheda CNG station
4. Panki CNG station
5. Chakeri CNG station
6. Rohilla CNG station (Bareilly)

CUGL reserves the right to include or exclude CNG stations from manpower contract by giving one month prior notice.

The scope is to carry out the tasks as described herein below:

a) Duties of DSM (Dispenser sales man):

- 1) Refueling of gas in vehicles.
- 2) Collection of money against gas sold from customer.
- 3) Preparation of cash as per gas sold.
- 4) Depositing of cash as per gas sold to the shift supervisor.
- 5) House keeping of external dispenser.
- 6) Good behavior with customer.
- 7) Follow the instructions of shift supervisors/station in charge at CNG stations.

b) Duties of supervisor:

- 1) Making shift schedules of DSMs.
- 2) Ensuring the availability of DSMs at right time at CNG stations.
- 3) Maintaining all the records (described in SCC) and their timely submission in CUGL.
- 4) Solving the disputes related to DSMs.
- 5) Surprise visits of CNG stations to control over malpractices.
- 6) Ensuring the proper uniform and safety shoes of DSMs on duty.

c) Service provider shall introduce the manpower to CUGL before joining to check whether they are competent to job or not.

d) Training to DSMs and supervisor:

1) Service provider shall ensure the training of DSM by CUGL before taking them in duty by consulting with CUGL officials.

- i) Dispenser operation
- ii) Safety

e) Following shall be followed by DSMs during filling of gas in vehicles:

i) DSMs shall ensure that there is no open flammable material around / inside the vehicle and all cell phones are switched off, while CNG is being dispensed into the vehicles.

ii) At fore court, DSM shall ensure the following for vehicle coming for refueling,

- ☐ The vehicle is parked properly at fore court, applied hand brakes firmly.
- ☐ The ignition switch of the vehicle is completely switched off.
- ☐ All lights, Cell phones, Transistor, etc... should be switched off.
- ☐ No passenger / persons are sitting in the vehicle.
- ☐ Ensure Cylinder Test life.
- ☐ Documents / Endorsements for CNG conversion / installation.

- No passengers / persons are allowed to be at fore court while CNG is being dispensed, except diver or vehicle owner. DSM shall also ensure that, the system has been tested with nitrogen / inert gas, for pressure test at authorized agency, in case of first filling. Dispensing of CNG should be done as per norms the laid down by Authority / CUGL. DSM shall up keep the records for refused refuelling due to any non-conformance.
- DSM shall open the bonnet of the vehicle, remove the dust plug from the refuelling valves, remove the dispenser refuelling hose and connect the dispensing probe to the refuelling valve of the vehicle. After this operation, the three-way vent valve shall be opened gradually for gas flow into the vehicle cylinder. When the vehicle cylinder pressure has reached up to the mark or as per maximum allowable dispensing pressure, the three-way vent valve shall be closed. DSM shall not dispense the CNG beyond the specified pressure / volume.
- After dispensing, the amount towards sale of gas as displayed by dispenser shall be collected by DSM from the customer at actual.

SOR

(SCHDULE OF RATE)

Schedule of Rates							
Sl. No.	Site	Category of Manpower	No. Of Manpower	Total No. of days	Unit Managing Charge/Per man day	Total Managing Charge for 1 year	Total Managing Charge for 2 Years
			A	B	C	$D=A*B*C$	$D*2$
1	Kanpur	DSM	69	365			
2	Bareilly	DSM	21	365			
3	Kanpur	Supervisor	1	365			
Grand Total (1+2+3)							

Note: 1) Salary will be decided by CUGL.
2) Service provider shall quote only managing charges in Rupees.
3) Evaluation of price bid shall be on managing charges.