



**COMMERCIAL TENDER**

**CUGL/REPL/SUPPLY/2026/16**



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

**TENDER FOR**

**TENDER FOR SUPPLY OF 3LPE COATED LINE PIPE FOR CITY GAS DISTRIBUTION  
PROJECT OF M/S.CENTRAL U. P. GAS LIMITED, FOR THE PERIOD OF 01 YEAR.**

**TENDER NO. CUGL/REPL/SUPPLY/2026/16**

**VOLUME I OF II  
COMMERCIAL VOLUME**

**OPEN DOMESTIC COMPETITIVE BIDDING  
(THROUGH E-TENDERING MODE)**

0	10.06.2026	Issued for Bids	KC	GS	AN
<b>Rev</b>	<b>Date</b>	<b>Description</b>	<b>Prepared by</b>	<b>Checked by</b>	<b>Approved by</b>



**COMMERCIAL TENDER**

**CUGL/REPL/SUPPLY/2026/16**

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**INVITATION FOR BID  
(IFB)**

**CUGL/REPL/SUPPLY/2026/16**

**IFB  
(INVITATION FOR BID)**

**SECTION-I**

**INVITATION FOR BID (IFB)**

**Bid Document No.:** CUGL/REPL/SUPPLY/2026/16

**Date:** 10.06.2026

To,

**Kind Attn:**

Dear Sir,

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

1.	<b>Project</b>	City Gas Distribution
2.	<b>Name of Work</b>	Supply of 3LPE Coated Line Pipe for City Gas Distribution Project of M/s. Central U. P. Gas Limited
3.	<b>Scope of Work</b>	As per Tender Document
4.	<b>Contract Period</b>	As per Tender Document
5.	<b>Bid Validity</b>	120 days from the bid due date
6.	<b>Bid Security/EMD</b>	Item No. 1 : Rs. 14,88,000/- Item No. 2 : Rs. 5,69,400/-
7.	<b>Pre-Bid Meeting</b>	<b><u>16.06.2026; 11:30 Hrs.</u></b>
8.	<b>Bid Due Date with Time</b>	<b><u>24.06.2026 up to 15:00 Hrs.</u></b>
9.	<b>Type of Bid</b>	Two Bid System
10.	<b>Basic of Evaluation</b>	Item Wise basis

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

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

For & on behalf of Central U.P. Gas Limited  
**SHEKHAR DEVIDAS**  
**KANKREJ**  
Digitally signed by SHEKHAR  
DEVIDAS KANKREJ  
Date: 2026.06.10 14:59:11 +05'30'  
(Shekhar Devidas Kankrej)  
Sr. Manager (C&P)



**INSTRUCTION TO BIDDERS  
(ITB)**

**CUGL/REPL/SUPPLY/2026/16**

**OPEN DOMESTIC COMPETITIVE BID  
(THROUGH E-TENDERING MODE)**

**NOTICE OF INVITATION FOR BIDS (IFB)**

**TENDER FOR SUPPLY OF 3LPE COATED LINE PIPE FOR CITY GAS DISTRIBUTION PROJECT AT  
KANPUR, UNNAO, BAREILLY & JHANSI GA**

**TENDER NO. CUGL/REPL/SUPPLY/2026/16**

**1.0 INTRODUCTION**

- 1.1 Central UP Gas Ltd. (CUGL), a joint venture between India's two Navratna companies, GAIL (India) Limited and Bharat Petroleum Corporation Limited incorporated on 25th February 2005. CUGL was constituted for developing City Gas Distribution project in the State of UP. Central UP Gas Ltd. (CUGL), (hereinafter referred as Purchaser), is supplying Piped Natural Gas (PNG) to domestic, commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in the in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP.
- 1.2 Resonance Energy Pvt Ltd (REPL) (hereinafter referred as Consultant), has been appointed by CUGL as the Project Management Consultant for providing consultancy services for development city gas distribution network in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP.

**2.0 BRIEF DESCRIPTION OF PROJECT**

- 2.1 The present project is the extension of pipeline network in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP.
- 2.2 REPL on behalf of CUGL invites bids through single bid two stage system from eligible bidders for SUPPLY OF 3LPE COATED LINE PIPE for city gas distribution project at Kanpur, Unnao, Bareilly & Jhansi GA.

**3.0 BRIEF SCOPE**

- 3.1 The scope of work The Scope includes Engineering, Procurement of raw materials, Manufacture, Inspection, Factory Testing, Supply & Transportation including Insurance, custom clearance if applicable, Unloading & Stacking of CS Line Pipes conforming to API 5 L Grade X-42, PSL-2, HFW/Seamless with 3LPE Coating meeting other technical requirements as specified in bid document including preparation and submission of documents (as per MR), getting approvals from Purchaser/ Consultant, at CUGL Site / store basis at different locations in Kanpur, Unnao, Bareilly & Jhansi cities in the State of UP as per the tender terms & conditions. The brief details of supply are given as under

SR.NO	DESCRIPTION	METHOD	UNIT	QUANTITY
1.0	<b>ITEM-A</b> Size 4" x 6.4mm thick, 3 LPE Coated CS Line Pipes conforming to API 5L, Grade X-42, PSL 2	<b>HFW/SMLS</b>	Mtr	27,800
2.0	<b>ITEM-B</b> Size 6" x 6.4mm thick, 3 LPE Coated CS Line Pipes conforming to API 5L, Grade X-42, PSL 2	<b>HFW/SMLS</b>	Mtr	6,800



**INSTRUCTION TO BIDDERS  
(ITB)**

**CUGL/REPL/SUPPLY/2026/16**

- 3.2 The quantities mentioned above are indicative and are for evaluation purpose only. CUGL reserves the right to change the quantity of any or all items before issue of order
- 3.3 Bidder to quote for full quantity of both items. Bid with part quantity shall be liable for rejection
- 3.4 For detailed Scope of work and specifications, refer Technical volume II of II.

**4.0 CONTRACT PERIOD AND DELIVERY SCHEDULE:**

- 4.1 The Contract Period Shall Be Valid **For 01 (One) Year on ARC Basis** from the Date of Issue of Purchase Order/LOI.
- 4.2 **Delivery Period As Below:**  
Vendor shall deliver the 3LPE Coated Pipes within **20 weeks** from the date of issue of Call up Order and as instructed by EIC.
- 4.3 The tendered requirement of 3LPE Coated pipes is on ARC basis for a period of one year. The quantities indicated in SOR against all individual items are tentative and may vary depending upon site condition

Size	Quantity in Meters	Delivery Period for 1 <sup>st</sup> lot - Within 20 weeks on FOT Store / Site basis in Kanpur, Bareilly & Jhansi cities from date of LOI	Delivery Period for subsequent lots – Within 20 weeks on FOT Store / Site basis in Kanpur, Bareilly & Jhansi cities from date of intimation from CUGL.
		1st Lot (Qty.)	Subsequent Lot (Qty.)
4" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	27,800	17,000	10,800
6" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	6800	4000	2800

- 4.4 The basis of delivery shall be FOT, CUGL Site/ Store at Kanpur, Bareilly, & Jhansi.
- 4.5 Applicability of PRS shall be calculated on the basis of the material receipt date at CUGL designated Site/stores

**5.0 BID VALIDITY**

- 5.1 Bid should be valid for 120 days from the date of schedule submission.

**6.0 BIDDING PROCEDURE**

- 6.1 Bidding will be conducted through **Open Domestic Competitive Bidding basis**. Single stage two bid system is adopted for this tender.
- 6.2 The submission and opening of bids will be through e-tendering mode at <https://etenders.gov.in/e procure/app> Tender document can be downloaded from the website <https://etenders.gov.in/e procure/app> or from e-

tender link given on official CUGL website [www.cugl.co.in](http://www.cugl.co.in)

**6.1 Note:**

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

(2) CUGL in no way shall be responsible if the bidder fails to apply due to non-possession of Digital Signature & non-registration

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

**7.0 DETAILS OF BID DOCUMENTS**

7.1	Tender Document Number	CUGL/REPL/SUPPLY/2026/16, <b>Dated 10/06/2026</b>
7.2	Availability of tender document on tendering website.	<b>10/06/2026 to 24/06/2026 till 15: 00hrs.</b>
7.3	Pre bid meeting	<p><b>Tender Name</b> : TENDER FOR SUPPLY OF 3LPE COATED LINE PIPEFOR CITY GAS DISTRIBUTION PROJECT OF M/S.CENTRAL U. P. GAS LIMITED, FOR THE PERIOD OF 01 YEAR. On <b>16/06/2026 at 11:30 HRS.</b> IST through video conferencing:</p> <p>To join the video Pre-Bid meeting on Microsoft Teams click this link: <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 934 075 153 288 0 Passcode: Sp2ku9</p>
7.4	Bid Submission date and time	<b>24/06/2026</b> till 15:00 HRS. IST, on tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
7.5	Un-Priced bid opening date and Time	<b>25/06/2026.</b> at 15:00 HRS. IST at CUGL, on e-tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
7.6	Price bid opening date and time	Date and time shall be intimated later
7.7	Address for opening of bids through e-tendering website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>	<p>Sr.Manager (C&amp;P) E-mail: <a href="mailto:shekhar.kankrej@cugl.co.in">shekhar.kankrej@cugl.co.in</a> <b>Central U. P. Gas Limited</b> 7<sup>th</sup> Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur-208024</p>



## INSTRUCTION TO BIDDERS (ITB)

CUGL/REPL/SUPPLY/2026/16

### NOTE:

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

Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letter-head that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the website mentioned above.

**Disclaimer clause:** Bidders are advised to visit e-tendering website and CUGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.

Bid shall be uploaded in two parts as below:

### **PART- I (UN-PRICED BID)**

Unpriced bid must be completed with all technical details along with all other required documents including price schedule WITH PRICE BLANKED OUT etc. as per clause no. 22.1 of ITB. Following documents need to be uploaded along with Un-Priced bid on e-Portal.

- i) EMD/Bid Security
- ii) Power of Attorney
- iii) Forms & Formats as per Section – V

### **PART-II (PRICED BID)**

Priced bid shall contain only the prices without any conditions as per clause no. 27.2 of ITB

## **8.0 BIDDER EVALUATION CRITERIA :**

### **8.1 TECHNICAL**

- 8.1.1 The bidder must be a regular manufacturer of Carbon Steel line pipe having facilities for manufacturing, fabrication, testing, and quality assurance conforming to API 5L, for the sizes and the process (HFW/Seamless).
- 8.1.2 The bidder must have valid license to use API 5L monogram on line pipe with product specification level for the proposed pipeline mills for the sizes for which they have quoted.
- 8.1.3 The bidder must have manufactured and supplied carbon steel line pipe in India as per API 5L in single order for following minimum quantities as mentioned in the below table for hydrocarbon application in last 7 years reckoned from the date of bid submission:



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ITEM	Size	Length in Meters	Grade
A	4" or higher, 6.4mm thick 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	13,900	3 LPE Coated CS Line Pipes conforming to API 5L, Grade X-42, PSL 2 (HFW/SMLS)
B	6" or higher, 6.4mm thick 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	3400	3 LPE Coated CS Line Pipes conforming to API 5L, Grade X-42, PSL 2 (HFW/SMLS)

**8.1.4 Mill Qualification:**

The bidder shall furnish a certificate as per Form-18 for proposed pipe mills along with their bid, as quoted for same or higher size, as per the Format provided in the tender document, from a reputed International inspection agency (i.e. CEIL/ LLOYDS/ BV/DNV/ TUV/ APAVE/ MOODY/AIB Vincotte), certifying that the mill has capability to produce line pipes complying with technical requirements specified in the tender document. Non-compliance to the above requirement will make the mill liable for rejection.

The Bidder shall procure Steel HR Coils/ Plates/Billets from the steel HR Coils/ Plates/billets manufacturer as per list provided in tender document.

**8.1.5 Qualification Criteria For Three-Layer Polyethylene External Coating Of Line Pipe**

8.1.5.1 The bidder’s proposed coating plant shall have experience in application of three-layer side extruded PE (3LPE) coating of bare line and shall meet the following criteria:

8.1.5.2 The bidder shall be a coating applicator and his proposed coating plants (s) should have completed at least one line pipe coating contract using Three Layer polyethylene extruded (3LPE) External Coating of line pipe of the following outside diameters of minimum 17.3 km length under a single contract in last 7 years reckoned from the bid due date.

8.1.5.3 Outside diameter should be higher be 4” or higher for Item A & B.

8.1.5.4 The external coating should have been carried out in the same contract or in different contracts.

8.1.5.5 **Coating Plant qualification** The Bidder shall furnish a certificate for proposed coating plant along with their bid, of same or higher size, as per Format provided in the tender documents, from a reputed International inspection agency (i.e. CEIL/ LLOYDS/ BV/DNV/ TUV/ APAVE/ MOODY/AIB Vincotte) certifying that the plant has capability to coat line pipes (external/ internal, as applicable) complying with technical requirements specified in tender document. Non-compliance to the above requirement will make the plant liable for rejection.

8.1.6 Bidder who are line pipe manufacturer and do not have coating plant facility can also participate in the bidding process by submitting their bid along with MOA with coating contractor for External Coating. In such case, proposed coating contractor shall meet the qualification criteria for coating works as stipulated at cl.

no. 1.5 of BEC above and shall be firm for execution of the contract and all the activities of the Project for the entire contract period including defect liability period. Bidder shall incur all liabilities and shall have sole responsibility for delivering the coated pipe till completion of the contract including defect liability period.

**8.1.7 FOR AUTHORIZED LINE PIPE / COATED LINE PIPE SUPPLIER:**

- 8.1.7.1 In case the pipe manufacturer(s) who do not submit bid directly as a matter of their corporate policy, they may submit bid through their authorized / accredited trading house / suppliers. In such cases, the concern trading house / supplier may submit the offer as Bidder subject to fulfilling the following criteria:
- 8.1.7.2 Bidder shall supply coated Line Pipes produced by manufacturer who meets the qualification criteria mentioned as above.
- 8.1.7.3 The Bidder shall furnish an authority certificate from the Line Pipe Manufacturer confirming the Bidder's status as their authorized / accredited supplier / trading house. The Authority Certificate shall be valid up to completion of tenure of the order in accordance with the bidding document.
- 8.1.7.4 The Bidder shall furnish from pipe manufacturer, as certificate indicating that the manufacturer as a corporate policy does not quote directly and their pipes are quoted through authorized / accredited supplier / trading house only.
- 8.1.7.5 One manufacturer can quote through only one supplier and the supplier shall offer product of only one manufacturer.
- 8.1.7.6 The bid shall be liable for rejection, in case of change of the proposed line pipe manufacturer after submission of the bid.
- 8.1.7.7 The above shall be subject to meeting the conditions as per Annexure- 1 to BEC. In case the Bidder (authorized supplier) opts for above clause, the entire responsibility and liability for delivery of coated pipe till completion of contract shall be with the authorized Line pipe supplier.

**8.2 FINANCIAL:**

**8.2.1 Annual Turnover**

The bidder should have achieved minimum annual turnover of at least as given in below table as per their audited financial results during any one of the preceding three (03) financial years.

S.No	Size	Annual Turnover (in INR)
1	4" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	3.72 Cr
2	6" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	1.42 Cr

**Note:**

Bidder quoting for both Items shall meet the Financial Criteria on cumulative basis.

**8.2.2 Net Worth**

The net worth of the bidder must be positive as per preceding financial year audited financial statement.

**8.2.3 Working Capital**

The minimum working capital of the Bidder should be as given in the below table as per the last audited financial statement of the immediately preceding financial year



**INSTRUCTION TO BIDDERS  
(ITB)**

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<b>S.No</b>	<b>Size</b>	<b>Working Capital (in INR)</b>
1	4" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	74 Lakhs
2	6" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	29 Lakhs

**Note:**

- a) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank (As per format attached in the tender document) having a net worth of not less than Rs. 100 crores, confirming the availability of a line of credit to cover the inadequacy of the previous year and meet the current working capital requirement.
- b) Annual audited reports including Balance Sheets and Profit & Loss account statement for which the data to be provided so that the data provided above can be verified. In case, Audit is not mandatory as per the Statutory Norms for Bidder, the bidder is required to submit a copy of the Annual Accounts duly certified by a Chartered Accountant along with the copy of Income Tax Return.
- c) For the bidders whose financial year is a calendar year, for such bidders the audited financial results for the preceding calendar years shall be applicable.
- d) Bidders must submit documentary evidence such as balance sheet & Profit & Loss A/c Statement for preceding three audited financial years in support of the above. In absence of requisite documents, Purchaser reserves the right to reject the bid without making any reference to the bidder
- e) In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years (In case Government extends the time line for submission of Financial returns, then the same shall be applicable here as well).
- f) Bidder to give their token of acceptance to the offered rates as given in the SOR, duly signed and stamped.
- g) Bidder quoting for both Items shall meet the Technical and Financial Criteria on cumulative basis.

**9.0 THE DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER TO SUBSTANTIATE THEIR QUALIFICATION UNDER BIDDER EVALUATION CRITERIA (BEC) SHALL BE AS FOLLOWS:**



**INSTRUCTION TO BIDDERS  
(ITB)**

CUGL/REPL/SUPPLY/2026/16

Sl. No.	BEC Clause no.	Documents required.
<b>Technical BEC</b>		
1	8.1.1, 8.1.2, 8.1.3	a) Valid API 5L License to use API monogram on API 5L PSL2 Line pipe. b) Copy of Purchase / Work Order. Bidder to note that in submitted Purchased order / work order pipes shall be supplied from proposed pipe & coating mill only. c) Completion certificate/ Inspection certificate/ Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ PMC or their authorized representative/ copy of invoices for relevant orders along with payment advice/payment certificate.
2	8.1.4 8.1.7	d) The bidder shall furnish applicable certificates/ documents to meet Mill Qualification criteria as specified in clause no. 8.1.4 e) The bidder shall furnish Commitment letter from Steel Supplier against clause no. 8.1.7 <b>Note:</b> Reference date for validity of API 5L license shall be considered as Bid due date for bid evaluation purpose.
3	8.1.5	a) If external coating has been carried out in different contracts. <ul style="list-style-type: none"> <li>• Copy of Purchase / Work Order for coated pipe against clause no. 8.1.5</li> <li>• Completion certificate/ Inspection certificate/ Inspection release note(s)/ Dispatch clearance note issued by Purchaser/ PMC or their authorized representative/ copy of invoices for relevant orders against clause no. 8.1.5</li> </ul>
4	8.1.6	b) Bidder to note that in submitted Purchased order / work order pipes shall be supplied from proposed coating mill only c) The bidder shall furnish applicable certificates/ documents to meet Coating Plant Qualification criteria as specified in clause no. 8.1.6 d) Bidder who are line pipe manufacturer and do not have coating plant facility can also participate in the bidding process by submitting their bid along with MOA with coating contractor for External Coating as specified in clause no. 8.1.6.
<b>FINANCIAL BEC</b>		
5	8.2.1 Annual Turnover	<b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit & Loss Account etc. for three preceding financial years
6	8.2.2 Net Worth	<b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding financial year



## INSTRUCTION TO BIDDERS (ITB)

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7	8.2.3 Working Capital	<b>Bidder must submit:</b> Audited Financial statements including Balance sheet and Profit & Loss Account etc. for immediate preceding year In case of inadequate or negative working capital, Letter from the bidder's Bank ( <b>as per format F-15</b> ), having net worth not less than Rs. 100 Crores, confirming the availability of the line of credit for at least working capital requirement as stated in BEC. Certificate from Chartered Accountant for details of financial capability ( <b>F-16</b> ).
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### Note :

- Owner reserves the feedback from user on satisfactory performance. right to get direct
- All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) – Technical" shall be necessarily certified / attested by Chartered Engineer and Notary Public with signature and legible stamp.
- All the documents furnished by the bidder in support of "Bid Evaluation Criteria (BEC) Commercial" shall be necessarily certified / attested by Chartered Accountant and Notary Public with signature and legible stamp.
- If bidder fails to provide the requisite documents, CUGL/REPL reserves the right to reject the Bid.
- The Bidder shall be required to submit the Documentation and Proof for above BEC requirements and Purchaser (CUGL) may at its discretion make additional checks for the same.
- It shall be noted that in case bidder fails to submit requisite details/ documents, the bid submitted by them is liable to be rejected.
- CUGL's decision shall be final with respect to bidder's qualification based on bid evaluation criteria.
- Bidder to quote for full quantity for quoted Item(s). Bid submitted for part quantity shall be considered as non-responsive and liable to be rejected.
- Quantity tolerance will be plus zero & minus one length for completing the quantities. Payment will be made for actual quantities supplied. Payment for extra quantities beyond tender quantities will not be made by CUGL

### 10.0 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

10.1 All bids must be accompanied by a bid security amount as given below :

Item No.	Bid Security Amount ( INR)
Item A	14,88,000/-
Item B	5,69,400/-

#### Note:

For bidders quoting for both parts, the EMD requirement shall be calculated on a cumulative basis, subject to a maximum (ceiling) limit of ₹20 lakh

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



**INSTRUCTION TO BIDDERS  
(ITB)**

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- 10.3 Bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.
- 10.4 In case Bidders registered with NSIC or District Industries Center (DIC) as small/Micro Category Enterprises are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.
- 10.5 Bid Security should be in favour of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

**NOTE:**

In case of any conflict among the various documents of this requisition, the BEC requirement shall govern. Compliance with these specifications shall not relieve the bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions. No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall be accepted and offers not in compliance to the same shall be rejected. In case a deviation is required due to inherent design of the equipment offered, the bidder shall list all such deviations at one place giving reasons thereon.

- 10.6 Bid security / EMD against e-tender can be submitted either through online/RTGS e-payment mode available on e-tender portal or in the form of BG/Demand Draft in favour of Central UP Gas Limited, payable at Kanpur or in the form of Bank Guarantee from any Nationalized/ Scheduled Indian Bank or by the branch of a reputable international bank located in India, as per proforma attached in the Tender document. Bid security in the form of Bank Guarantee shall be valid for sixty (60) days beyond the validity of the bid i.e. 180 days from scheduled date of bid submission.
- 10.7 Bid security/EMD can also be submitted through online transaction directly to Central U.P. Gas Limited account as mentioned below. Bidders opting for this mode of EMD shall be required to upload the successful transaction details along with their bid under the EMD section of the portal, failure of which may render the bid liable for rejection

<b>Name of A/c Holder</b>	Central U P Gas Limited
<b>Bank Name</b>	Union Bank of India
<b>Account No.</b>	455201011012003
<b>IFSC</b>	UBIN0563081
<b>Bank Name</b>	Union Bank of India
<b>Bank Address</b>	Trade Tax Office Lakhapur Road Dist Kanpur-208024

- 10.8 Bidders have to upload scanned copy of their EMD on the e-tender portal. During bid opening, any bid uploaded without such scanned copy shall be summarily rejected. Bidders submitting bid security in the form other than that of online transaction, shall submit the same in physical form to HOD (C&P), C&P



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Department, Central U.P. Gas Limited 7th Floor, UPSIDC Complex, A-1/4, Lakhapur, Kanpur-208024 within 5 working days from the date of bid opening, failure of which may render the bid liable for rejection.

10.9 PSUs and firms registered as Micro/Small Enterprise with MSME or NSIC are exempted from furnishing Earnest Money Deposit (EMD) / Bid Security, (subject to their enclosing a copy of latest and valid registration certificate for the tendered products/services) with their bid Trade Dealers / Distributors / Stocklist / Wholesalers are not entitled for exemption of Earnest Money Deposit (EMD) / Bid Security.

10.10 Subject to exemption permissible, offers without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected

**11.0 BIDDING ENTITY**

11.1 Bids may be submitted by an entity (sole domestic bidder) and must be duly registered with GST.

11.2 Bidding through JV or in a consortium is not permitted.

11.3 Sole bidder shall meet each requirement of the Bid Evaluation Criteria (BEC) as mentioned above.

**12.0 PRE-BID MEETING**

12.1 The bidder(s) or their designated representatives, who have downloaded the bid document, or to whom tender document has been issued and who intend to bid are invited to attend the pre-bid meeting. Bidder(s) queries if any, must reach Purchaser at least one day prior to pre-bid meeting date. The pre bid meeting shall be organized online. Owner will not entertain any queries received after 1800 HRS post one (1) day of pre-bid meeting.

12.2 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. Corrigendum / addendum, if any, to the tender document, shall be hosted on the website subsequent to the pre-bid meeting.

**13.0 GENERAL**

13.1 The bids received after bid due time/ date shall be rejected.

13.2 Bids through E-MAIL are not acceptable.

13.3 CUGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

13.4 Owner/ Consultant will not be responsible for cost incurred in preparation and delivery of bids

13.5 Bid document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

13.6 **Contact details of owner is given below:**

(1) NAME: Mr. Shekhar Devidas Kankrej

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

(2) NAME : Ms. Sushmita

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

(3) NAME: Mr. Vishal Krishn



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

13.7 Contact details of consultants is given below:

C &P Resonance Energy Pvt. Ltd.

Office Address: C-75, Kanoli,

Sector-10, Noida- 201301

Mail Id: [gursharan@energyworld.biz](mailto:gursharan@energyworld.biz) , [cp12@energyworld.biz](mailto:cp12@energyworld.biz)

**ANNEXURE I**

**METHODOLOGY FOR AUTHORIZED LINE PIPE / COATED LINE PIPE SUPPLIER Clause No.  
8.1.7**

- The Bidder shall furnish the authorization certificate (Appendix -1) as per format prescribed in Bidding Document) issued by the domestic manufacturer for selling domestically manufactured coated Line pipes.
- The bidder shall furnish the affidavit of self-certification issued by the domestic manufacturer to CUGL/ its authorized representative declaring that the coated Line pipe is domestically manufactured as per clause no. 8.1.7.1 and 8.1.7.2
- Bidder shall supply coated pipes produced by the established coated line pipe manufacturer who meets qualification requirements stipulated under clause **no. 8.1.7**
- Further, one manufacturer can quote only through one supplier and a supplier shall offer product of only one manufacturer.
- The bid shall be liable for rejection in case of change of proposed line pipe manufacturer/mill after submission of bid. Similarly, the line pipe manufacturer cannot change its sole selling agents/ authorized distributors/ authorized dealers/ authorized supply house of the domestic manufacturers after submission of bid, or else the bid shall be rejected.
- It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to CUGL / its authorized representative as per the policy.



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**ITB  
(INSTRUCTION TO BIDDER)**

**SECTION-II**



**INSTRUCTION TO BIDDERS  
(ITB)**

**CUGL/REPL/SUPPLY/2026/16**

**INSTRUCTIONS TO BIDDERS INSTRUCTION FOR  
ONLINE BID SUBMISSION  
SECTION –A**

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

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

**1.0 BIDDING PROCEDURE**

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

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

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

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

**2.0 DOWNLOADING OF TENDER DOCUMENT**

The tender document is available for downloading from CPPP's e-tendering website <https://etenders.gov.in/eprocure/app> or from e-tender link given on official CUGL website [www.cugl.co.in](http://www.cugl.co.in) for viewing / participation of the eligible bidders. Bidders meeting the bid evaluation criteria who intend to submit their bid may download the tender for submission by the bid due date and time. Bidder shall give an undertaking on his letterhead that the contents of the bidding document have not been altered or modified. Bid evaluation criteria shall be applicable for all the bidders.

Disclaimer clause: Bidders are advised to visit CPPP's e-tendering website and CUGL website regularly for any updates on the tender. The ignorance to visit the website will not be accepted as a reason for any gap / missing information like corrigenda, amendments, clarifications etc.



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**INSTRUCTIONS TO BIDDERS INSTRUCTION FOR  
ONLINE BID SUBMISSION**  
**SECTION -B**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

**REGISTRATION:**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct / true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors / bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering, possession of valid Digital Signature Certificate (Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ eToken.



## INSTRUCTION TO BIDDERS (ITB)

CUGL/REPL/SUPPLY/2026/16

### SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification / help from the Helpdesk.

### PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should consider corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**



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- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

**SUBMISSION OF BIDS:**

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BG/others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e., Schedule of Rates, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter, save and upload the file in financial bid cover (Price bid) only.**



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**If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of tender including forfeiture of EMD.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e., other than in cover 2 will result in rejection of the tender.**

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e., after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

**ASSISTANCE TO BIDDERS:**

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

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

**FOR TENDER RELATED QUERIES:**

(1) NAME : Mr. Shekhar Devidas Kankrej

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

(2) NAME : Ms. Sushmita

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

(2) NAME : Mr. Vishal Krishan E-

mail: [vishalkrishan@cugl.co.in](mailto:vishalkrishan@cugl.co.in)



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**A. GENERAL**

**1.0 SCOPE OF BID:**

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

**2.0 ELIGIBLE BIDDERS:**

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

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

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

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

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

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

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



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

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

**3.0 BIDS FROM JOINT VENTURE/CONSORTIUM**

NA

**4.0 ONE BID PER BIDDER**

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

4.2 Alternative Bids shall not be considered.

**5.0 COST OF BIDDING**

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

**6.0 SITE VISIT**

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

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

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



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### **B BIDDING DOCUMENTS**

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

7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0

- Section –I : Invitation for bids (IFB)
- Section –II : Instruction to Bidders (ITB)
- Section-III : General conditions of Contract (GCC)
- Section-IV: Special Conditions of Contract (SCC)
- Section –V: Forms & Format
- Section-VI: Schedule of Rates(SOR)

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

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

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

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

#### **9.0 AMENDMENT OF BID DOCUMENTS**

9.1 At any time prior to the deadline for submission of bids, the OWNER may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the Bidding Documents by issuing addenda/corrigendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be notified in writing by fax/post/email to all the bidders to whom the bidding documents were issued. Prospective bidders shall promptly acknowledge receipt of each addendum by fax/post/to the Owner/ Consultant and take the same in the account all such addendum before submitting their bids.

9.3 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to



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allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

### C. PREPARATION OF BIDS

#### 10.0 LANGUAGE OF BID

10.1 The bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the OWNER/Consultant shall be written in English Language alone provided. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation duly authentication by the chamber of commerce of bidders country, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

10.2 In the event of submission of any document/certificate by the bidder in a language other than English, the Bidder shall submit the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country.

#### 10.0 DOCUMENTS COMPRISING THE BID

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

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

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

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



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

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

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

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

**11.1.3 Part-II: PRICE BID**

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

Note

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



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emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

### 11.1.4 NA

## 12 BID PRICES

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.

12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/SOR.

12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.

12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS@2010 or its latest version.

12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of



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work, etc.

- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place in Price Schedule.

**13 TAXES & DUTIES**

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

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

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

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

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



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the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

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

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

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

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



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recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties/ interest, if any, incurred by CUGL.

**13.11 Anti-profiteering clause**

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

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

**14.0 BID CURRENCY**

Bidders must submit bid in Indian Rupees only.

**15.0 BID VALIDITY**

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

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

**16.0 EARNEST MONEY**

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

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



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Bidders can also submit MSME certificate for MSEs (Micro & Small Enterprises) for exemption from submission of EMD in accordance with the MSME act. This exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

In case Bidders registered with NSIC or District Industries Center (DIC) as small/Micro Category Enterprises are exempted from submission of EMD. The above exemption is not extended to the traders/dealers/Distributors/stockiest /wholesalers.

The documentary evidence/certificate in support of being registered with NSIC/DIC submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:



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- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies bids during the period of bid validity (after submission date).
- (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
  - (i) to acknowledge receipt the "Notification of Award" / "Letter of Intent [LOI]/ Fax of Acceptance[FOA]",
  - (ii) to furnish "Contract Performance Security / Security Deposit"
  - (iii) to accept 'arithmetical corrections' as per provision of ITB.

16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

### **17.0 PRE-BID MEETING**

17.1 As per IFB.

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

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

18.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by the person or persons duly authorized to sign on behalf of the bidder.

18.3 The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues/literatures shall be signed and sealed by the person or persons signing the bid.

18.4 The bid shall contain no alterations, omissions or additions, unless the person or persons signing the bid initial such corrections.

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

19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. CUGL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note CUGL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 30 of ITB. For purpose of this, a substantially responsive bid is



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

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security (exempted for SME enterprises as clause no. 16.1)
- (e) Specifications & Scope of Work
- (f) Schedule of Rates / Price Schedule / Price Basis
- (g) Duration / Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Price Reduction Schedule
- (j) Contract Performance Bank Guarantee / Security Deposit
- (k) Guarantee / Defect Liability Period
- (l) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (m) Force Majeure & Applicable Laws
- (n) Not submitting an undertaking that the bidder is not Holiday/ Blacklisted by CUGL or any other Govt. Dept./PSUs.
- (o) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

**20.0 E-PAYMENTS**

NA

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

21.0 NA



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**D. SUBMISSION OF BIDS**

**22.0 Submission of bid Through Online**

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

Bid must be submitted through e-tender mode in the manner specified in Tender Document.

No Manual/ Hard Copy (Original) Bid shall be acceptable.

**23.0 DEADLINE FOR SUBMISSION OF BID**

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

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

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

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

**24.0 LATE BIDS**

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

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

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



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**25.0 MODIFICATION AND WITHDRAWL OF BIDS**

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

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

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

**D. BID OPENING AND EVALUATION**

**27.0 BID OPENING**

**27.1 Unpriced Bid Opening :**

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



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### 27.2 **Priced Bid Opening:**

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

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

### 28.0 **PROCESS TO BE CONFIDENTIAL**

28.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of a Contract, shall not be disclosed to bidders or any other person officially concerned with such Process.

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

### 29.0 **CONTACTING THE OWNER/EMPLOYER**

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

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

30.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"



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- 30.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) “Deviation” is departure from the requirement specified in the tender documents.
  - b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.
- 30.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
  - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation reservation or omission.
- 30.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.
- 30.6 CUGL reserves the right to seek any clarification from the bidder, if required on the submitted document for evaluating their bid, the same shall be asked.

**31.0 PRICE BID OPENING**

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

**32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS**

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



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

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

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

All bids to submitted in INR.

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

34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB.

34.1.1 Arithmetical errors will be rectified on the following basis:

34.1.2 Evaluation shall be carried out on line item basis to arrive at the lowest evaluated cost to Purchaser.

34.1.3 If there is discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total cost will be corrected.

34.1.4 If there is a discrepancy between the total bid amount and the sum of total costs, the sum of the total costs shall prevail and the total bid amount will be corrected.

34.2 The evaluated price of bidders shall include the following:

Ex-works price quoted by the bidder (including freight, Unloading & Stacking, Packing, Forwarding & TPIA Charges and all taxes & duties except GST to Delivery Location).

CUGL reserves the right to negotiate the rates with L1 bidder before finalizing the award.

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

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

34.3.1 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost



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bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

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

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

### **35.0 POST QUALIFICATION**

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

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

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

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

#### **36.0 AWARD**

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

#### **37.0 NOTIFICATION OF AWARD/LETTER OF INTENT**

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

37.2 The Completion period shall commence from the date of notification of award/Letter of Intent (LOA).

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

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



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### **38.0 SIGNING OF AGREEMENT**

- 38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Letter 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/Service Provider).
- 38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

### **39.0 PERFORMANCE GUARANTEE**

- 39.1 Pursuant to clause no. 12 of GCC- works, bidder will provide performance Guarantee of appropriate value within 21 days of receipt of award from the Owner/Employer. The Performance Guarantee shall be in form of Bank Guarantee and shall be in the currency of the Contract.
- 39.2 Failure of the successful bidder to comply with the requirement of this clause shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security and any such remedy the Employer may take under the Contract pursuant to Clause as per tender. Owner also reserves the right to debar the bidder in participating in the tenders for similar work for one year.

### **40.0 REPEAT ORDER**

- 40.1 As per GCC

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

- 41.1 The Owner/Employer requires that Bidders/contractors observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:
- a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution, and
- b) "Fraudulent Practice" means a misrepresentation of facts in order to secure the contract or influence the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; The



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

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

**42.0 INCOME TAX & CORPORATE TAX**

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

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

**43.0 WAIVER OR TRANSFER OF THE AGREEMENT**

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

**44.0** In case L-1 bidder denied executing the job, then job will be awarded to the L-2 bidder subject to the matching of L-1 bidder's rates.

In case L-2, bidder does not match the L-1 rates, then L-3.....and so on bidders shall be asked to match the L-1 rates until all such options are exhausted.

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

**46.0 EVALUATION OF PERFORMANCE**

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



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**SECTION -III**

**GENERAL CONDITIONS OF CONTRACT**

**Section-1 Definitions**

**1.0 DEFINITIONS**

In this document, General Conditions of Contract (GCC-Goods), the following terms shall have the following respective meanings:

**Bidder:** Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a contract with the purchaser.

**1.1 CONSULTANT:** - NA

**1.2 CONTRACT** shall mean purchase order/contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

**1.3 CONTRACT PRICE** shall mean the price payable to the seller under the contract for the full any proper performance of his contractual obligations.

**1.4 COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the supplier and handed over to OWNER.

**1.5 COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the contract is officially declared by the OWNER to be available for continuous operation at different loads up to and including rated capacity.

**1.6 DELIVERY terms** shall be interpreted as per INCO TERMS 2000 in case of contract with a foreign bidder and as the date of LR/GR in the case of a contract with an Indian bidder.

**1.7 DRAWINGS** shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the contract together with modifications and/or revisions thereto.

**1.8 ENGINEER** or Engineer-in-charge of the Project SITE shall mean the person designated from time to time by PURCHASER AT SITE AND SHALL INCLUDE those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

**1.9 FINAL ACCEPTANCE** shall mean the Purchaser's written acceptance of the work performed under the contract after successful completion of performance and guarantee test.

**1.10 GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by seller to complete the contract.

**1.11 INSPECTOR** shall mean any person or outside Agency nominated by OWNER directly or through CONSULTANT to inspect equipment, stage-wise as well as final, before dispatch, at SUPPLIER'S works and on receipt at SITE as per terms of the CONTRACT.

**1.12 INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service of available for service.

**1.13 OWNER** shall mean Central UP Gas Limited (CUGL), having its registered office at 7th Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. The term OWNER includes successors, assigns of CUGL



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**1.14 PERFORMANCE AND GUARANTEE TESTS** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the CONTRACT documents. Project DESIGNATES THE AGGREGATE OF THE Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

**1.15 SUPPLIER** shall mean the person, firm or company with whom PURCHASE ORDER /CONTRACT is placed/entered into by SUPPLIER for supply of equipment, materials and services. The term Seller includes its successor and assigns.

**1.16 SERCIVE** shall mean erection, installation, and testing commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

**1.17 SITE** designates the land and/or any other premises on, under, in or across which the goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

**1.18 SPECIFICATIONS** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

**1.19** `1.19 **SUB-CONTRACTOR** shall mean order placed by the Supplier, for any portion of the contracted work, after necessary consent and approval of OWNER.

**1.20 SUB-CONTRACTOR** shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRAT has been sub-let by the SUPPLIER with the consent in writing of the OWNER and will include the legal representatives, successors, and permitted assigns of such person.

**1.21 START-UP** shall mean the time period required to bring the equipments covered under the Contract form an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems, initial operation of the complete equipments covered under the Contract obtain necessary trial operation date, perform calibration and corrective action, shutdown inspection adjustment prior to the trial operation period.

**1.22 TESTS** shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by OWNER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

**1.23 TESTS ON COMPLETION** shall mean such tests as prescribed in the Contract to be performed by the Supplier before the Works are taken

**2.0 SELLER TO INFORM**

2.1 The Supplier shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Supplier of his responsibility to fulfill his obligation under the Contract.

**3.0 Application**

3.1 These General Condition of Contract (GCC-Goods) shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

**4.0 Country of Origin**

4.1 For purposes of this Clause “origin” means the place where the Origin Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

**5.0 Scope of Contract**

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of him SUPPLIER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the equipment being SUPPLIER’s responsibility) shall be provided by SUPPLIER without any extra cost.

5.3 The SUPPLIER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SUPPLIER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of OWNER.

5.4 The SUPPLIER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the OWNER.

5.5 The documents once submitted by the SUPPLIER shall be firm and final and not subject to subsequent changes. The SUPPLIER shall be responsible for any loss to the OWNER consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.



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**5.9** Specifications, design and drawings issued to the seller along with RFQ and CONTRACT are not sold or given but loaned. These remain property of OWNER OR ITS ASSIGNS AND ARE SUBJECT TO RECALL BY OWNER. The supplier and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of OWNER All such details shall be kept confidential.

**5.10** SUPPLIER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

**6.0 Standards**

**6.1** The goods supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS country of origin and such standards shall be the latest issued by the concerned institution.

**7.0 Instructions, Direction & Correspondence**

**7.1** The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SUPPLIER shall, excepting what is herein provided, be given by OWNER.
- b. All the work shall be carried out under the direction of and to the satisfaction of purchaser.
- c. All communications including technical/commercial clarifications and / or comments shall be addressed to CUGL in quintuplicate and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to OWNER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

**8.0 Contract Obligation**

**8.1** If after award of the contract, the Supplier does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the OWNER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract

**8.2** Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Supplier's bid and all previous correspondence.

**9.0 Modification in**

**9.1** All modifications leading to changes in the contract with respect to Contract technical and / or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by OWNER BY ISSUING AMENDMENT TO THE contract. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

**9.2** OWNER shall not be bound by any printed conditions or provisions in the Supplier's Bid Forms OR ACKNOWLEDGEMENT OF contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to contract.



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**10.0 Use of Contract document & Information**

**10.0** The supplier shall not, without the owner's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the OWNER in connection therewith, to any person other than a person employed by the SUPPLIER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

**10.1** The SUPPLIER shall not, without the OWNER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

**11.0 Patent Rights Liability & Regulations**

**11.1** SUPPLIER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material Compliance and SUPPLIER agrees to be responsible for and to defend at his sole expense. all suits and proceeding against OWNER based on any such alleged patent infringement and to pay6 all costs , expenses and damages which OWNER and/ or Consultants may have to pay or incur by reason of any such suit or proceedings.

**11.2** The SUPPLIER shall indemnify the OWNER against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the GOODS or any part thereof in the OWNER's country.

**11.3** SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

**11.4** SUPPLIER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the OWNER from any claims/penalties arising out of any infringements.

**12.0 Performance Guarantee**

**12.1** Within 21 days after the Seller's receipt of notification of award of the CONTRACT, the SUPPLIER shall furnish performance guarantee in the form of Bank Guarantee/Demand Draft/ Banker cheque to the OWNER, in the bidding documents, for and amount equivalent to 3% of total order value (Excluding GST) of the CONTRACT & 7% of individual delivery orders for supply Part.

**12.1.1** Validity of PBG for 3% = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee/warranty period + 3 month.

**12.1.2** Validity of PBG for 7% = DO Issue Date + Contractual Delivery Period of material +Contractual Guarantee/warrantee period + 3 months

**12.2** The proceeds of performance guarantee shall be appropriated by the OWNER as compensation for any loss resulting from the **Supplier's** failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions ;of CONTRACT. The proceeds of this performance guarantee shall also govern the successful performance of goods and services during the entire period of contractual warrantee/Guarantee.

**12.3** The performance guarantee shall be denominated in the currency of the CONTRACT.

**12.4** The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. OWNER will discharge the Bank Guarantee not later than 6 months from the date of Expiration of the Supplier's entire obligations, including any warrantee obligations, under the CONTRACT.



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**13.0 Inspection, and/Testing &Expediting**

- 13.1** The OWNER or its representative shall have the right to inspect or to test the GOODS to confirm their conformity to the contract specifications. The special conditions of contract and /or the Technical Specifications shall specify what inspections and tests the OWNER requires and where they are to be conducted. The OWNER shall notify the SUPPLIER in writing the identity of any representative(s) retained for these purposes.
- 13.2** The inspection and tests may be conducted on the premises of the SUPPLIER or his sub-contractor(s), at point of DELIVERY and/ or at the GOODS final destination, When conducted on the premises of the SUPPLIER or his sub-contractor(s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the OWNER.
- 13.3** Should any inspected or tested GOODS fail to conform to the specifications, the OWNER may reject them and the SUPPLIER shall either replace the rejected GOODS or make all alterations necessary to meet specifications requirements, free of cost to the OWNER.
- 13.4** The Owner's right to inspect, test and where necessary reject the GOODS after the GOODS arrival in the Owner's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the OWNER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5** The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and qualify.
- 13.6** Supplier shall allow to visit, during working hours, the workshop relevant for execution of the CONTRACT during the entire period of CONTRACT during the entire period of CONTRACT validity.
- 13.7** In order to enable OWNER'S representatives to obtain entry visas in time, SUPPLIER shall notify OWNER two months before assembly, testing and packing of main EQUIPMENT. If requested, seller shall assist OWNER representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8** SUPPLIER shall place at the disposal of the INSPECTOR free of charge, all tools, instruments, and other apparatus necessary for the the inspection and/ or testing of the goods. The inspector is entitled to prohibit the use and Dispatch of goods and/or materials, which have failed to comply with the characteristics required for the goods during tests and inspections.
- 13.9** SUPPLIER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action,
- 13.10** ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SUPPLIER shall be witnessed by the inspector. Therefore, seller shall confirm to purchaser by fax or e-mail about the exact date o f inspection with at least 30 days notice. SUPPLIER shall specify the goods and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11** If on receipt of this notice, owner should waive the right to witness the test; timely information will be given accordingly.
- 13.12** Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at supplier's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the inspector, copy of such standards.

**13.13** Nothing in Argicl-13 shall in any way release the seller from any warrantee or other obligations under this contract.

**13.14** Arrangement for all inspections required by Indian statutory Authorities and as specified in technical specifications shall be made by supplier.

**13.15 Inspection & Rejection of Materials by consignees**

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The owner shall also be entitled to recover handling and storage charges for the period, during which the rejected Materials are not removed @5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

**14.0 Time Schedule & Progress Reporting**

**14.1 Time Schedule Network/Bar Chart**

14.1.1 Together with the contract confirmation, supplier shall submit to his time schedule regarding the documentation, manufacture, testing, owner supply, erection and commissioning of the GOODS

14.1.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of raw materials, manufacturing, testing, delivery, erection and commissioning.

14.1.3 The original issue and subsequent revisions of supplier's time schedule shall be sent to owner.

14.1.4 The time schedule network/bar chart shall be updated at least every second month.

**14.2 Progress Trend Chart / Monthly Report**

14.2.1 SUPPLIER shall report monthly to OWNER, on the progress of the execution of contract and achievement of targets set out in time bar chart.

14.2.2 The progress will be expressed in percentages as shown in the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with contract confirmation.

14.2.4 OWNER's representatives shall have the right to inspect supplier's premises with a view to evaluating the actual progress of work on the basis of seller's time schedule documentation.

14.2.5 Irrespective of such inspection, supplier shall advise consultant, with copy to purchaser, at the earliest possible date of any anticipated delay in the progress.

14.2.6 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion conclusive or supplier shall neglect to execute the contract with due diligence and expedition or shall contravene the provisions of the contract owner may give notice of the same in writing to the supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by owner the owner shall have the option and be at liberty to take the contract wholly or in part out of the supplier's hand and make alternative arrangements to obtain the requirements and completion of contract at the supplier's risk and cost and recover from the supplier,



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all extra cost incurred by the owner on this account. In such event owner shall not be responsible for any loss that the supplier may incur and supplier shall not be entitled to any gain. Owner shall, in addition, have the right to encase performance Guarantee in full or part.

**15.0 Delivery & Documents**

15.1 Delivery of the goods shall be made by the supplier in accordance with specified in the contract, and the goods shall remain at the risk of the Supplier until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

- a) In case of FOT dispatch point contract, on evidence that the goods have been loaded on the carrier and a negotiable copy of the goods receipt obtained. The date of LR /GR shall be considered as the date of delivery.
- b) In case of FOT site, on receipt of goods by owner at the designated site's.

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of owner. Any request concerning delay will be void unless accepted by owner through a modification of the contract.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by owner.

15.5 In the event of delay in delivery, price reduction schedule as stipulated in Article -26 shall apply.

15.6 The documentation, in English language, shall be delivered in due time, in proper; form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The supplier should comply with the packing, marking and shipping documentation specifications enclosed.

**16.0 Transit Risk**

16.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation storage and delivery.

16.2 Insurance Requirements: All Transit risk insurance shall be in the scope of Bidder.

**17.0 Transportation**

17.1 Where the supplier is required under the contract to deliver the goods at FOT site, all expenses shall be arranged and paid for by the seller and the Cost thereof shall be included in the contract price's.

**18.0 Incidental Services**

18.1 The supplier may be required to provide any or all of the following Services:

18.1.1 Performance or supervision of onsite assembly and/or start up of the supplied goods.

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods.

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty/guarantee obligations under the contract.

18.1.4 Training of the Owner's personnel at supplier's plant and/ or at site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Owner will bear boarding, lodging & personal expenses of Trainees.

## **19.0 SPARE PARTS MAINTENANCE TOOLS LUBRICANTS**

**19.1** Supplier may be required to provide any or all of the following Maintenance Tools materials & notification pertaining to spare parts manufactured or Lubricants distributed by the supplier.

**19.2** In the event of termination of production of the spare parts:

- i) Advance notification to the Owner of the pending termination, in sufficient time to permit the Owner procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the owner, the blue prints, drawings and specifications of procure needed requirements, and

**19.3** Supplier shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for :

**19.4** The construction, execution and commissioning.

**19.5** Three (03) years Service Charges

**19.6** Spare parts shall be new and of first class quality as per engineering standards/ codes free of any defects (even concealed), deficiency in design, materials and with the corresponding parts.

**19.7** Type and sizes of bearings shall be clearly indicated.

**19.8** Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.

**19.9** A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the goods shall be submitted to owner.

**19.10** Bidders should note that if they do not comply with Clause 19.2 above, their quotation may be rejected

**19.11** Lubricants

**19.12** Whenever lubricants are required, supplier shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one years continuous operation and the types; of recommended lubricants indicating the commercial name (Trademark), quality and grade.

**19.13** If Supplier is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

**19.14** Supplier shall indicate various equivalent lubricants available in India.



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## **20.0 Guarantee**

20.1 All Goods or materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without OWNER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the supplier pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by owner are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by owner and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the contract.

If any trouble of defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the first commercial operation of the plant for which the materials supplied under the contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the supplier is notified thereof, supplier shall, at his own expense and as promptly as possible, make such permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.

Owner may, at his option, remove such defective materials, at supplier's expense in which event supplier shall, without cost to owner and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the supplier for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and /or not in accordance with the drawings data sheets or the terms of the contract and rectification is required at site, Owner shall notify the supplier giving full details of differences. The supplier shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of owner, the action required to correct the deficiency. Should the supplier fail to attend meeting at site within the time specified above work/materials and supplier shall reimburse owner all costs and expenses incurred in connection with such trouble or defect.

## **20.2 Performance Guarantee Of Equipment**

20.2.1 Supplier shall guarantee that the performance of the Equipment supplied under the contract shall be strictly in conformity with the specifications and shall perform the duties specified under the Contract.

20.2.2 If the Supplier fails to prove the guaranteed performance of the equipment set forth in the specification, the Supplier shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the supplier fails to do so within a reasonable period, the supplier shall replace the equipment and prove guaranteed performance of the new equipment without any extra cost to purchaser.

20.2.3 If the Supplier fails to prove the guarantee within a reasonable period, owner shall have the option to take over the Equipment and rectify, if possible, the equipment to fulfill the guarantees and/or to make necessary additions to make up the deficiency at supplier's risk and cost. All expenditure incurred by the owner in this regard shall be to supplier's account.

## **21.0 Terms Of Payment:**

As per Special conditions of Contract (SCC).

## **22.0 Prices**

22.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not, with the exception of any price adjustments authorized by the contract vary from the prices quoted by the supplier in his bid.

## **23.0 Subletting & Owner's**

23.1 The supplier shall not without previous consent in writing of assignment authority, sublet, transfers or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## **24.0 Time As Essence**

24.1 The time and date of delivery/completion of the goods/services as stipulated in the contract shall be deemed to be the essence of the contract.

## **25.0 Delays Sellers Performance**

If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the Owner has right to :

- i) Hire for period of delay from elsewhere goods which in Owner's opinion will meet the same purpose as the goods which are delayed and supplier shall be liable without limitation for the hire charges; or
- ii) Cancel the contract in whole or in part without liability for cancellation charges. In that event, Owner may procure from elsewhere goods which Owner's opinion would meet the same purpose as the goods for which Contract is cancelled and Supplier shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved; or
- iii) Hire the substitute goods vide (1) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- iv) Any inexcusable delay by the Supplier or his subcontractor shall render the Supplier liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

## **26.0 Price Reduction**

26.1 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, the contract price shall be reduced by ½ % (half percent) of the total price of undelivered quantities of the lot quantity of material covered in that lot for which delivery is delayed, per week or part thereof of delay subject to a maximum of 5% (five percent) of total contract value.

26.2 All lots shall be considered separately for applying PRS in case of delay as described above



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

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

**27.0 Rejections, Removal Rejected Equipment & Replacement**

27.1 Preliminary inspections at Supplier's works by Inspector shall not prejudice purchase's claim for rejection of the equipment on final inspection at site or claims under warranty provisions.

27.2 If the equipments are not of specification or fail to perform specified duties or are otherwise not satisfactory the owner shall be entitled to reject the equipment/material or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at Supplier's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the Owner and/or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the supplier of his obligations under the Contract.

27.4 Equipment rejected by the Owner shall be removed by the supplier at his cost within 14 days of notice after repaying the amounts received against the supply. The owner shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever

27.5 In case of rejection of Equipment, Owner shall have the right to recover the amounts, if any, from any of contractor's invoices pending with Owner or by alternative method(s)

**28.0 Termination of Contract**

**28.1 Terminations for Default**

28.1.1 The Owner may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or in part

**A.** If the Supplier fails to deliver any or all of the goods within the time

**B.** If the Supplier fails to perform any other obligation(s) under the Contract, and

**C.** If the Supplier, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.

28.1.2 In the event the Owner terminates the Contract in whole or in part, pursuant to Article 28.1.1, the Owner may procure, upon such terms and in such undelivered and the Supplier shall be liable to the Owner for any excess costs for such similar performance of the Contract to the extent not terminated.

28.1.3 In case of termination of contract herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the SUPPLIER shall be put under holiday i.e. neither any enquiry will be issued to the party by CUGL Against any type of tender nor their offer will be considered by CUGL against any ongoing tender(s) where contract between CUGL and that particular SUPPLIER (as a bidder) has not been finalized) for three years from the date of termination by CUGL to such SUPPLIER.

## 28.2 Termination for Insolvency

The Owner may, by written notice sent to the Supplier, terminate the Contract, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

## 28.3 Termination for Convenience

28.3.1 The Owner may, by written notice sent to the Supplier, terminate the Contract, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective

28.3.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Owner at the Contract terms and prices. For the remaining Goods, the Owner may opt:

a) to have any portion completed and delivered at the Contract terms and prices, and/ or b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## 29.0 Force Majeure

29.1 Shall mean and be limited to the following:

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

The Supplier shall advise Owner by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, Owner reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

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

### **30.0 Resolution of Dispute /Arbitration**

30.1 The Owner and the Supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the Owner and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction The contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Union Territory of New Delhi.

### **30.4 Arbitration**

All disputes, differences, or claims arising out of or in connection with this contract, including its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments there to.

The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties are unable to agree on a sole arbitrator within 30 days from the date a dispute has arisen, the arbitrator shall be appointed in accordance with the procedure prescribed under Section 11 of the Arbitration and Conciliation Act, 1996, by the Hon'ble High Court having jurisdiction.

The arbitrator shall be independent and impartial and shall not have any interest, direct or indirect, in either party or the outcome of the arbitration. The arbitration proceedings shall be conducted in English and the venue shall be Kanpur Nagar unless otherwise agreed.

The decision of the arbitrator shall be final and binding on both parties. Subject to the above, the courts at Kanpur Nagar shall have exclusive jurisdiction.

### **31.0 Governing Language**

31.1 The Contract shall be written in English language as specified by the Owner in the instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be Considered, if it is accompanied by an English translation. For the purposes of interpretation English translation shall govern and be binding on all parties.

### **32.0 Notices**

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

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

### **33.0 Taxes & Duties**

- 33.1 A foreign supplier shall be entirely responsible for all taxes stamp duties, license fees, and other such levies imposed outside the Owner's country.
- 33.2 A domestic Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the owner. However, Sales Tax and Excise Duty on finished products shall be reimbursed by Owner.
- 33.3 Customs duty payable in India for imported goods ordered by Owner on foreign supplier shall be borne and paid by Owner
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign supplier under the Contract shall be as per the Indian Income Tax Act and shall be borne by Supplier. It is up to the bidder/supplier to ascertain the amount of these taxes and to include them in his bid price.

### **34.0 Books & records**

- 34.1 Supplier shall maintain adequate books and records in connection with contract and shall make them available for inspection and audit by Owner or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

### **35.0 Permits & Certificate**

- 35.1 Supplier shall procure, at his expense, all necessary permits, certificates and duties, license fees, and other such levies imposed outside the licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and supplier further agrees to hold Owner and / or harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. Owner will provide necessary permits for Supplier personnel to undertake any work in India in connection with Contract.

### **36.0 General**

In the event that and conditions stipulated in the General Condition of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.

- 36.1 Losses due to non-compliance of Instructions Losses or damages occurring to the Owner owing to the Supplier's Failure to adhere to any of the instructions given by the Owner in connection with the contract execution shall be recoverable from the Supplier.
- 36.2 Recovery of sums due All costs, damages of expenses which the Owner may have paid, for which under the Contract Supplier is liable, may be recovered by the Owner (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Supplier under this contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the Supplier be not sufficient to recover the



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recoverable amount, the Supplier shall pay to the Owner, on demand, the balance amount.

36.3 Payments, etc. not to affect rights of the Owner No sum paid on account by the Owner nor any extension of the date for completion granted by the Owner shall affect or prejudice the rights of the Owner against the Supplier or relieve the Supplier of his obligation for the due fulfillment of the Contract.

**36.4 Cut-off Dates**

No claims or correspondence on this Contract shall be entertained by there Owner after 90 days after expiry of the performance guarantee (from the date of final extension) if any.

**36.5 Paragraph heading**

The Paragraph heading in these conditions shall not affect the construction thereof.

**37.0 Import License**

**37.1** No import license is required for the imports covered under this document.

**38.0 Fall Clause**

38.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any persons/organizations including the Owner of any department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central of State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Owner or any Department. Of Central Govt. or State Govt. as the case may be , at price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a. Exports by the Contractor/Supplier or
- b. Sale of goods as original equipment a prices lower than thee prices charged for normal replacement
- c. Sale of goods such as drugs, which have expiry dates

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- I/We certify that there has been no reduction in sale price of the items/goods/materials of descript8on identical to those supplied to the CUGL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Department. Of Central Govt. or any Department. Of State govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during t he currency of the order whichever is later, at a price lower than the price charged to the CUGL under the order.” Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-Para 38.2 above, of which



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details shall be furnished by the supplier.

**39.0 Publicity**

39.1 Supplier shall not without the written permission of Owner or any Company affiliated with Owner or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.

**40.0 Repeat Order**

Prices and discounts, if any and other terms & conditions shall also remain valid up to twelve months from the placement of notification of award (Letter of Intent) for the purpose of placement of repeat order up to 100% ordered quantity

**41.0 Limitation of Liability**

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



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

## **SECTION-V**



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- 1.1. Bidding Documents shall mean documents issued to the bidder pursuant to documents listed in ITB. Effective Date shall mean the date on which Contractor's obligations will commence and that will be date of Fax of Intent (FOI).

Warehouse / Dump yard / Dumpsite shall mean a place hired / owned by Owner for the purpose of storing the SS Fittings and Valves.

**1.2. Interpretations**

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

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

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

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

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

- 1.2.6. Except the obligation of payment to Seller, Consultant may discharge all other Purchaser's obligations. In Bidding Documents at all such places where obligations are confined to Purchaser alone such provision to read as 'Purchaser/Consultant's' obligation to the extent the context so means/ requires.

**2.0 SELLER'S SCOPE**

Manufacturing, Inspection, testing and supply Coated line pipe as per specifications including 3LPE coating, packing, transportations, handling delivery of coated pipe as per tender conditions, including supply of documentation/ drawings as per the enclosed specifications, and other codes and standards in technical volume.

**3.0 PACKING, MARKING AND SHIPMENT**

**3.1** The seller, wherever applicable shall after proper painting, pack and crate all goods for sea / air / road/ rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The seller shall be held responsible for all damages due to improper packing. The seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

**4.0 QUANTITY VARIATION:**

The tendered quantity may vary depending upon the project requirement. CUGL reserves the right to decrease / increase the quantity of any SOR item subject to overall ceiling of contract value depending upon its requirement. CUGL cannot assure any firm commitment for procurement of entire quantities in the tender / Rate Contract. After issue of Rate Contract, Delivery Order (DO) shall be placed for each & every requirement.

**5.0 DELIVERY SCHEDULE**

**5.1** All goods under the scope of the Bidder shall be as per following schedule:

Size	Quantity in Meters	Delivery Period for 1 <sup>st</sup> lot - Within 20 weeks on FOT Store / Site basis in Kanpur, Bareilly & Jhansi cities from date of LOI	Delivery Period for subsequent lots – Within 20 weeks on FOT Store / Site basis in Kanpur, Bareilly & Jhansi cities from date of intimation from CUGL.
		1st Lot (Qty.)	Subsequent Lot (Qty.)
4" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	27,800	17,000	10,800
6" x 6.4mm thick, 3 LPE Coated CS Line Pipes (HFW/SMLS) conforming to API 5L, Grade X-42, PSL 2	6800	4000	2800



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5.1.1 Delivery of the materials shall be completed within 20 (Twenty) weeks from the date of award. The delivery schedule shall be as below: -

**Delivery Destination:** Kanpur / Bareilly/Jhansi.

5.1.2 Delivery of goods shall be based on FOT Project Site basis. The date of receipt and acceptance of materials at CENTRAL UP GAS LIMITED Storages House / Project Site shall be considered as the date of delivery

5.1.3 Failing to meet delivery schedule will be subject to Price Reduction and / or other remedies available to the Purchaser in Bidding Documents.

5.1.4 Price Reduction Schedule (PRS) shall be applicable as per PRS clause 26.1 of GCC.

5.1.5 Delivery period as detailed shall be the essence of Agreement and no variation shall be permitted.

5.1.6 The delivery period shall be reckoned from the date of Fax of Intent (FOI).

**6.0 DISPATCH INSTRUCTIONS**

**6.1** Seller shall obtain dispatch clearance from the purchaser / consultant prior to each dispatch.

**6.2** Copy of Inspection Release Note, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

**7.0 INSPECTION:**

Central UP Gas Ltd. (CUGL) reserves the right to engage their own personnel and or CUGL's inspection agency. All the charges towards all kinds of tests shall be included in the quoted rates. No additional payment to this effect will be made. The charges towards CUGL's Inspection Agency, if engaged, shall be borne by CUGL.

**8.0 INDEPENDENT SELLER**

**8.1** It is expressly understood and agreed that seller is an independent party and that neither the seller / its personnel are servants, agents or employees of Purchaser / Consultant nor the seller has any kind of interest in other sellers.

**9.0 LIEN**

**9.1** Seller shall ensure that the scope of supply / works under the agreement shall be free from any claims of title / liens from any third party. In the event of such



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claims by any party, seller shall at his own cost defend, indemnify and hold harmless purchaser or its authorised representative from such disputes of title / liens, costs, consequences etc.

**10.0 RECOVERY OF CUSTOMS DUTY, EXCISE DUTY AND SALES TAX**

**10.1** In case, the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the contractor, immediately on enforcement of such variation, under intimation to the contractor.

**11.0 REJECTION**

**11.1** Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements / specifications of the purchase requisition/order, shall be liable for immediate rejection.

**11.2** Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to employer.

**12.0 LIMITATION OF LIABILITY**

**12.1** Notwithstanding anything contrary contained herein, the aggregate total liability of supplier under the contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**13.0 INSURANCE**

**13.1** Purchaser's Insurance Agent shall be intimated to the successful bidder in detailed purchase order.

**14.0 GOVERNING LAW**

**14.1** Laws of India will govern the agreement and Delhi courts will have exclusive jurisdiction on all matters related to Agreement.

**15.0 EMPLOYER'S RIGHTS AND REMEDIES**

**15.1** Without prejudice to employer's right and remedies under Agreement, if supplier fails to commence delivery as per agreed schedule and/or in reasonable opinion of the employer, contractor is not in a position to makeup the delay to meet the intended purpose, the employer may terminate the agreement in full or



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part at supplier's default and may get supplies from other sources at supplier's risk and cost.

**16.0 GUARANTEE**

**16.1** (AS PER CLAUSE OF GCC)

**17.0 PRICE REDUCTION SCHEDULE (PRS)**

17.1 Price Reduction Schedule (PRS) shall be applicable as per PRS clause of GCC.

**18.0 REPEAT ORDER**

Repeat order clause shall be as per GCC

**19.0 ORIGIN OF GOODS**

A certificate issued by relevant chamber of commerce to this effect shall form part of shipping documents.

**20.0 QUALITY ASSURANCE / QUALITY CONTROL**

**20.1** The bidder shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.

**20.2** The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.

**20.3** The purchaser/consultant, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance

**21.0 PERFORMANCE EVALUATION**

**21.1** The performance of contractor to whom the award is placed shall be evaluated right from submission of bid till the final completion. Vendor performance evaluation procedure will be as per this Bid Document.

**22.0 PAYMENT TERMS**

**The following shall be read in conjunction with GCC.**

**1.1 Terms of Payments (Indian)**



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The terms of payment shall be as follows:  
100% (Hundred percent) payment within 30 days on receipt of goods at site along with following dispatch documents.

- (a) Invoice in triplicate (As per GST Act/ Rules)
  - (b) Inspection Certificate cum Release note issued by approved inspection agency or owner & Dispatch Clearance Note.
  - (c) GR/ LR
  - (d) Packing List
  - (e) Insurance cover note covering transit insurance.
  - (f) Performance Bank Guarantee(s). If already submitted, a copy of the same.
  - (g) A certificate from manufacturer that all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the bidder this certificate will duly be endorsed by the bidder owning overall responsibility.
  - (h) In case of delay in receipt of material at site the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.
- (i) All bank charges incurred in connection with payments shall be to vendor's account.
  - (ii) Unless otherwise specifically stated in the bid document, all payments shall be made in the currency quoted.

**PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR  
IMPORTED MATERIAL**

**1. PACKING**

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. Attachments and spare parts of equipments and all small pieces shall be packed separately in



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wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.

- 1.7. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.8. Wherever required equipment's/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.9. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

**PACKING LIST**

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages. In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

**SHORT SHIPMENTS**

Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser/Consultant. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.



**FORMS AND FORMAT**  
**SECTION-VI**

**F-1**

**BIDDER'S GENERAL INFORMATION**

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

Bid Document No:

SUB :

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:

**F-2 BID FORM**

To,

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

Bid Document No:

SUB .:

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

[Signature of Witness]

Name of Witness:

Address:

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

To,

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

Bid Document No:  
SUB .:

**Dear Sir,**

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

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

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

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



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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No:  
SUB :

Dear Sir(s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp



(OFFICIAL ADDRESS)

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

-----

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



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

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

Ref:

Date:

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

Bid Document No:

SUB :

**Dear Sir,**

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind



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the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

**F-6**

**"NO DEVIATION" CONFIRMATION**

To,

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

Bid Document No:  
SUB :

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:



**F-7**

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

To,

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

**Dear Sir,**

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

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

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

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

Place:

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



**F-8**

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

To,

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

Bid Document No:

SUB :

**Dear Sir,**

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

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

Place:

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

Designation: Seal:

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

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

**Dear Sir(s),**

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

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

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

1. We

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

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



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

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



argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

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

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

Bid Document No:  
SUB :

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

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



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7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 4 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value Validity	
13.	Copy of Cancelled Cheque	
14.	Confirm acceptance to all provisions of ITB	
15.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
16.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	



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17.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ CUGL or his relative is a partner.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:



**F-11 ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

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

Bid Document No:  
SUB :

Dear Sir,

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

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

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

We are unable to bid for the reason given below: Reasons for non-submission of bid:

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



**F-12 UNDERTAKING ON LETTERHEAD**

To,

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

Bid Document No:  
SUB .:

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:



**F-13**

**BIDDER'S EXPERIENCE**

To,

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

Bid Document No:  
SUB :

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

Place:  
Date:

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

**F-14 CHECK LIST**

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

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

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



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	equipment as per SCC are enclosed		
viii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable), Dully certified by Chartered Accountant		
6.0	Current Status of MCA Portal		
7.0	Copy of Pan		
8.0	Copy of GST Certificate		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation: Seal:



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

F-15

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

(To be provided on Bank's letter head)

Date:

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

Dear Sir,

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

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

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

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

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

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

**F-16**

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

**Name of the Bidder:**

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

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

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

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

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

**Instructions:**

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
- For the purpose of this Tender document, (i) Annual Turnover shall be “Sale value/ Operating Income” (ii) Working Capital shall be “Current Assets less Current liabilities” and (iii) Net Worth shall be “Paid up share capital and Free Reserves & Surplus”
- Form F-16 should be dully certified by Chartered Accountant

**F-17**

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

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

Bid Document No:  
SUB :

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

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

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

5. **NAME OF BIDDER :** \_\_\_\_\_



FORMS AND FORMAT

CUGL/REPL/SUPPLY/2026/16

Date

**CA CERTIFICATE FORMAT FOR MSE**

**TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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

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

**FORM-18**

**3 LPE EXTERNAL / INTERNAL COATING PLANT CAPABILITY ASSESSMENT**

This is to certify that M/s \_\_\_\_\_ reference plant’s production line \_\_\_ has following coating facilities to undertake 3 LPE External Coating and Internal Liquid Epoxy coating of Bare Line Pipes as per relevant standards attached in bid document.

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
<b>A.</b>	<b>GENERAL INFORMATION</b>		
1.0	Detailed description of Organisation (Structure, number of employees, facilities, equipments, etc.) concerning the following		
1.1	Overall structure of Plant Organisation		
<b>B</b>	<b>EXTERNAL AND INTERNAL COATING FACILITIES &amp; CAPACITY</b>		
1.0	Testing Laboratories		
1.1	Quality Control/ Quality Assurance (QA / QC): Type and location of the testing facility and step-by-step operations followed to achieve high quality product as per technical specifications.		
1.2	Company shall have valid ISO 9001- 2000 certificate and established quality manual.		
<b>C</b>	<b>3 LPE COATING &amp; INSPECTION PROCEDURES</b>		
1.0	Give detailed description of the coating process to produce coated pipes as per technical documents.		
1.1	Identification		
1.2	Review of the manufacturer’s certificates of Base material (PE/Epoxy/Adhesive)		
1.3	Inspection of raw material (Epoxy / Adhesive / PE) batch wise at vendor laboratory		
	<b>Surface preparation (Blasting &amp; surface treatment)</b>		
1.4	Pre-heating before abrasive blasting		
1.6	Phosphoric acid treatment		
1.7	PH of pipe surface after phosphoric acid wash		
1.8	Salt contamination check after abrasive blasting		

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S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
1.9	Anchor pattern and degree of cleaned surface & degree of dust		
<b>D</b>	<b>COATING</b>		
2.1	Temperature of pipe before chromate application and visual application		
2.2	Temperature of pipe before epoxy application		
2.3	Temperature of PE, adhesive, epoxy		
2.4	Coating chamber and cooling chamber (inter coat time / cure time)		
2.5	Epoxy chamber / gun location/ number of guns / gun pressure		
2.6	PE & adhesive extruders RPM		
2.7	Line speed. Monitoring system for line speed shall be in place		
2.8	Epoxy/Adhesive/ PE film thickness / Total coating thickness		
2.9	<b>Following shall be certified for Plant Capability:</b>		
2.10	<u>Inspection of Raw Material (Epoxy /Adhesive / PE)</u> The plant shall have all in house test facilities for batch testing of incoming raw materials		
2.11	<u>Pre Heating of Pipes before blasting</u> Mill shall be equipped with required number of blasting stations and pre-heating arrangement before 1st blasting and also with facility for surface treatment before blasting (DM water wash station)		
2.12	<u>Surface Treatment</u> Mill shall be equipped with surface treatment facilities (chromating) before pre heating before epoxy chamber		
2.13	<u>Pre heating before Epoxy application</u> Induction heater with high temperature tripping system along with visual and audio alarm indicators shall be installed		



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2.14	<p><u>Number of Epoxy guns and Positioning before adhesive application:</u>          Number of guns and gun pressure shall be sufficient to achieve desired thickness of epoxy on the pipe surface. Positioning / location (distance before adhesive application) of guns should be maintained to satisfy cure time requirement of epoxy.</p>		
2.15	<p>PE / Adhesive Extruders:          PE / adhesive extruders RPM shall be maintained to achieve adhesive and final coating thickness.</p>		

S. No.	DESCRIPTION	INSPECTION AGENCY	
		OBSERVATION	REMARKS ON CONFORMITY
2.16	<p>Cooling Chamber (Chiller):            Length of cooling chamber should be sufficient to attain the coating pipe temperature out of cooling chamber as per requirement.</p>		
2.17	Total coating thickness		
<b>E</b>	<b>Inspection and Testing</b>		
1.1	In house testing facility for all the lab testing and plant testing shall be in place.		
1.2	All the testing procedures for Raw material testing, 1 <sup>st</sup> day production testing and routine testing shall be available.		
1.3	<p>Lab testing:            Raw Material testing            Procedure qualification testing            Routine testing etc.</p>		
1.4	<p>Plant testing:            Impact test, Holiday test, Peel off testing, Procedures qualification tests, St Andrew Cross Test, cathodic disbandment test, Test on partly coated pipes etc.</p>		
1.5	All instruments used shall have valid calibration certificates. Availability of calibration reference standards and instruments.		
1.6	Final Dimensional & Visual check (cut back on both ends of the pipe)		
<b>F</b>	<b>Internal Coating</b>		
1.1	For internal coating facility for the in house testing of raw material and long duration procedure qualification test shall be ensured.		



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1.2	Dust level after internal blasting to be ensured.		
1.3	Mixing ratio of Hardener and Liquid epoxy to be ensured.		
1.4	Facilities at yard for handling and storage of internal coated pipes to be ensured.		
1.5	Work instructions and procedures to be displayed at each and every work station for ready reference for both internal / external coating.		
1.6	Various procedures established shall have approval from international inspection Agencies.		
<b>G</b>	<b>Documentation &amp; final certification</b>		

Overall acceptability:

ACCEPTABLE / NOT ACCEPTABLE

For & On behalf of

Signature Name  
Designation

Note: all pages of this report shall be signed and stamped by agency



**Appendix 1 to Annexure 1  
Authorization Certificate**

**(To be given in Letterhead and under Seal)**

Ref: Date:

To,

M/s Central U.P Gas Ltd

7th Floor, UPSIDC Complex,

A-1/4, Lakhanpur, Kanpur-208024

Tender no: xxxxxx

**Sub: Authorization certificate to our** \_\_\_\_\_

Dear Sir,

Whereas we are the manufacturers of \_\_\_\_\_ . Whereas M/s. CUGL has floated enquiry for **PROCUREMENT OF COATED LINE PIPE** vide Bidding Document No. ----- and we are aware of the specifications contained in the Bidding Document.

We M/s. \_\_\_\_\_ as a corporate policy does not quote directly and our pipes are quoted through authorized / accredited supplier / trading house only. Whereas M/s. \_\_\_\_\_ is our Sole Selling Agent / Authorized Distributor/ authorized dealers / authorized supply house of the domestic manufacturers and under our letter of authorization has submitted a Bid No. \_\_\_\_\_ dated \_\_\_\_\_ against Bidding Document no. \_\_\_\_\_ floated by M/s CUGL for Supply of xxxxxxxxxxxxxxxx , we hereby doth undertake and guarantee as follows:

1. In the event M/s. \_\_\_\_\_ qualifies the bidding process and is placed with Order against the enquiry floated vide Bidding Document No. \_\_\_\_\_ . We shall supply the items in accordance with the \_\_\_\_\_ Specifications contained in Bidding Document No. \_\_\_\_\_ .
2. We shall fully comply with the guarantee/warranty requirements in accordance with Bidding Document no. \_\_\_\_\_ .
3. This letter of undertaking shall remain valid concurrently with the obligations of M/s \_\_\_\_\_ the Bidder.

Thanking you, Sincerely yours,

Manufacturer's name:

Signature:

Seal:

**NOTE: This Letter should be duly authenticated in line with Provision of BEC**



CUGL/REPL/SUPPLY/2026/16

# **SCHEDULE OF RATES (SOR)**

## **SECTION-VII**