



**CENTRAL U.P. GAS LIMITED**  
**(CITY GAS PROJECT IN KANPUR & BAREILLY)**

**BID DOCUMENT FOR THE SUPPLY,  
INSTALLATION AND COMMISSIONING  
OF CAR AND CAR CUM BUS  
DISPENSERS ALONG WITH  
COMPREHENSIVE AMC FOR KANPUR,  
BAREILLY, UNNAO & JHANSI ON ARC  
BASIS**

**BID DOCUMENT NO : CUGL/C&P/TEN2122/21,229,027**

**E-TENDER NO. : 52653**

**OPEN DOMESTIC COMPETITIVE BIDDING**

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# **IFB**

## **(INVITATION FOR BID)**

### **SECTION -I**

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



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

**INVITATION FOR BID (IFB)**

Bid Document No. : CUGL/C&P/TEN2122/21,229,027  
To,

Date :21/12/2021

Contact No. :

Kind Attn :

Dear Sir,

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

- |                            |   |
|----------------------------|---|
| 1.0 Project                | : City Gas Distribution   |
| 2.0 Name of Work           | : Supply, Installation & Commissioning of CAR & CAR Cum Bus Dispensers alongwith Comprehensive AMC for Kanpur, Unnao, Bareilly & Jhansi |
| 3.0 Scope of Work          | : As per Tender Document  |
| 4.0 Time Schedule          | : As per Tender Document  |
| 5.0 Bid Validity           | : 120 days from the bid due date  |
| 6.0 Bid Security / EMD     | : Item No. 1 (Car dispenser) - Rs. 7,25,700/-<br>Item No. 2 (Car Cum Bus dispenser) - Rs. 3,34,000/-                                    |
| 7.0 Pre-Bid Meeting        | : 28/12/2021; 12:30 Hrs. IST  |
| 8.0 Bid due Date with Time | : 06/01/2022 up to 15:00 Hrs. IST   |
| 9.0 Designated Place       | : CENTRAL U.P. GAS LIMITED,<br>Regd. Off. 7th Floor, UPSIDC Complex, A-1/4, Lakhnau,<br>Kanpur-208024 India                             |
| 10.0 Type of bid           | : Two Bid System  |
| 11.0 Basic of Evaluation   | : Item wise   |

Bidders to quote for complete items as per SOR. Please note that Owner intends to evaluate and finalize this tender on Item wise. Failure to quote for any of the items listed to rejection of bid.  
CUGL has the right to award the job either in part or full.

For & on behalf of  
Central U.P. Gas Limited

Sr. Manager C&P

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

Registered Office : 7th Floor, UPSIDC Complex, A-1/4, Lakhnau, Kanpur- 208024, U.P. • Tel.: 0512-2585001, 2583462 • Fax : 2582453 • Website : www.cugl.co.in

CIN No. : U40200UP2005PLC029538

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

# **ITB**

## **(INSTRUCTION TO BIDDER)**

### **SECTION -II**

## GENERAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Interested parties may download the tender from CUGL website (<https://cugl.co.in/>) or from the e-tendering website (<https://cugl.abcprocure.com>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the CUGL website can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://cugl.abcprocure.com>.
2. For registration on the e-tender site <https://cugl.abcprocure.com>, you can be guided by the “Instructions to Vendors” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator [sonu@abcprocure.com](mailto:sonu@abcprocure.com), [satabdi@abcprocure.com](mailto:satabdi@abcprocure.com) with a copy to [info@abcProcure.com](mailto:info@abcProcure.com) for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class III** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

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

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

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

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

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

**FOR SYSTEM RELATED ISSUES:**

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9870089747

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

**FOR TENDER RELATED QUERIES:**

(1) NAME, Designation, Department

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

(2) NAME, Designation, Department

Phone: 0512- 2582455, Mr S.Bhatia E-mail: sbhatia@cugl.co.in

## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

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

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

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

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

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

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



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

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

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

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

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

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

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

NA

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

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

- 4.2 Alternative Bids shall not be considered.

### **5.0 COST OF BIDDING**

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

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

## **6.0 SITE VISIT**

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

## **B BIDDING DOCUMENTS**

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

- 7.1 The contents of bidding documents/Tender documents are those stated below and should be read in conjunction with any addenda/corrigendum issued in accordance with ITB clause no. 9.0
- Section –I : Invitation for bids (IFB)
  - Section –II : Instruction to Bidders (ITB)
  - Section-III : General conditions of Contract (GCC)
  - Section IV : BEC ( Bid Evaluation Criteria)
  - Section –V: Special Conditions of Contract (SCC)
  - Section-VI: Forms & Format
  - Section –VII: Technical Specification
  - Section-VIII: Price schedule/Schedule of Rates (SOR)

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

## **8.0 CLARIFICATION ON BID DOCUMENTS**

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

## **9.0 AMENDMENT OF BID DOCUMENTS**

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

## **C. PREPARATION OF BIDS**

### **10.0 LANGUAGE OF BID**

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

## **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.

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 emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- v) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

### 11.1.4 NA

## 12 BID PRICES

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

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).

- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded.
- C) The Bidder shall indicated breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchase to arrange transit insurance (if applicable). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for “Price Schedule/ Schedule of Rates (SOR)” enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc., is noticed, the Bid is liable to be rejected.
- 12.5 The date of receipt of materials shall be considered as date of delivery. Other terms shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in F-10 and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of work, etc.
- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- 12.8 The Bidder shall quote the rates in ‘figures’ & ‘words’, as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 32 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN)/ SAC (Service application code) at the designated place n Price Schedule.

### 13 TAXES & DUTIES

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

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

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is avliable) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.



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

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

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

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

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

**13.11 Anti-profiteering clause**

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

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

#### **14.0 BID CURRENCY**

Bidders must submit bid in Indian Rupees only.

#### **15.0 BID VALIDITY**

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

#### **16.0 EARNEST MONEY**

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

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

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

The documentary evidence/certificate in support of being registered with NSIC/DIC submitted by the bidder shall be duly certified by the statutory auditor of the bidder or a practicing Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm). The certificate should not older

than 3 months from the bid due date and should indicate the Name of bidder, NSIC/DIC registration Number, Category of Enterprises, CA firm name, CA name and CA membership Number who is issuing the certificate.

- 16.2 The 'Bid Security' is required to protect CUGL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to provision of ITB.
- 16.3 CUGL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB Clause 16.1 & 16.3" may be rejected by CUGL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' as per the provisions of tender document.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit"
    - (iii) to accept 'arithmetical corrections' as per provision of ITB.
- 16.8 Bid Security should be in favor of Central UP Gas Limited and addressed to CUGL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is

quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in tender document.

## **17.0 PRE-BID MEETING**

17.1 As per IFB.

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

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

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

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

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

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

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

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

- (a) BEC
- (b) Scope of work
- (c) Firm Price
- (d) Earnest Money Deposit / Bid Security (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

## **D. SUBMISSION OF BIDS**

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

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

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

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

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

- 23.2 The Employer may, in exceptional circumstances and at its discretion,, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bidding document, extend the deadline for the submission of bids. In which case all rights and obligations of the Employer and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.
- 23.4 In case any bid is submitted by bidder who is on Holiday' by CUGL or banned/blacklisted by Government department/ Public Sector on due date of submission of bid, such bid will not be opened /evaluated and such bids shall be returned to the party immediately
- 23.5 In case of the days specified in IFB happens to be a holiday in CUGL, the next working day shall be implied.

#### **24.0 LATE BIDS**

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

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

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

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

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

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

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

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

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

### **27.0 BID OPENING**

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

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

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

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

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

## **28.0 PROCESS TO BE CONFIDENTIAL**

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

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

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

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

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

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

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

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

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

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

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



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

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

### **31.0 PRICE BID OPENING**

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

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

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

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

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

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

All bids to submitted in INR.

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

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

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

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

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

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

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

34.4 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected

#### **34.0 POST QUALIFICATION**

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

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

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

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

#### **36.0 AWARD**

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

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

- 37.1 Prior to the expiration of period of bid validity, Owner/Employer (CUGL) will notify the successful bidder in writing by Post/Fax/E-mail to be confirmed in writing, that his bid has been accepted. The notification of award/Fax of Intent will constitute the formation of the Contract.
- 37.2 The Completion period shall commence from the date of notification of award/Fax of Acceptance (FOA).
- 37.3 The notification of award will constitute the formation of a Contract.
- 37.4 Upon the successful bidder's/ Contractor's CPBG/SD shall promptly discharge his EMD.

### **38.0 SIGNING OF AGREEMENT**

- 38.1 After the successful bidder has been notified for acceptance of his bid, the bidder is required to execute the Contract Agreement within 21 days of receipt of Fax of Acceptance in the form provided in the Bidding Documents. The Contract Agreement is to be executed on the non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor/Service Provider).
- 38.2 In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the award shall be considered as cancelled.

### **39.0 PERFORMANCE GUARANTEE**

- 39.1 Pursuant to clause no. 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 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 EVALUATION OF PERFORMANCE**

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

# **GCC**

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

### **SECTION-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:

- 1.0 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 7<sup>th</sup> Floor, UPSIDC Complex, A-1/4, Lakhanpur, Kanpur -208024, UP, India. The term OWNER includes successors, assigns of CUGL
- 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** 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 CONTRACT 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 from 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.

**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.

**10. Use of Contract document & Information 10.1**

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 nay such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance.

- 10.2 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. 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 Operation, Maintenance charges & GST but inclusive of erection & commissioning charges) of the CONTRACT.

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

2) for AMC Part :Vendor shall submit Contract Performance Bank Guarantee for 3% of annualized order value (excluding GST) of AMC charges (Operation & maintenance) as per contract.

- 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.

**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 quality.
- 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 of 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 warranty 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 & 14.1 Time Schedule Network/Bar Chart**

**Progress  
Reporting**

**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.
- 14.3.1 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.
- 14.3.2 Irrespective of such inspection, supplier shall advise consultant, with copy to purchaser, at the earliest possible date of any anticipated delay in the progress.
- 14.3.3 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 of consultant 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, 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.

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 warrantee/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 material & notification pertaining to spare parts manufactured or 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 Five (5) years comprehensive AMC.
- 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 filing, 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.

## **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 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 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 Delays Seller's Performance

25.1 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 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.

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

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

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

## **27 Rejections, Removal Rejected Equipment & Replacement**

**27.1** Preliminary inspections at Supplier's works by Inspector shall no 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 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**

- 28.2.1 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 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 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      **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, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-charge is deemed to be final and binding), which cannot be mutually resolved within a reasonable time, shall be referred to Arbitration by a sole arbitrator
- The OWNER (CUGL) shall suggest a panel of three independent and distinguished persons to the Supplier to select any one among them to act as the sole Arbitrator, In case event of failure of the Supplier to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrator, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the Owner on the appointment of Sole Arbitrator shall be final and binding on the parties.
- The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Kanpur, Uttar Pradesh, India.
- Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed hereunder shall be applicable. All matters relating to this contract are

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

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

The WORKs under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

**31 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 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 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 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 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.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 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 Import License**

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

**38 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 description 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 the 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 details shall be furnished by the supplier.

**39 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      Repeat Order**

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

**41      Limitation of Liability      41.1**

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

# **BEC**

## **(BID EVALUATION CRITERIA)**

### **SECTION -IV**

## **(BID EVALUATION CRITERIA)**

### **TECHNICAL CRITERIA**

- 1.1** The bidder shall be regular manufacturer/supplier/authorized dealer of OEM (original equipment manufacturer of Car/Bus/car cum bus Dispensers for CNG operations.
- 1.2** The bidder should have engineered, manufactured/ packaged/ supplied/executed in a single order for supply of at least 10 (Ten) nos. of CNG dispensers in last seven years from bid due date to any City Gas Distribution Companies in India and at least 05 (Five) of these dispensers should have commissioned as on bid due date.
- 1.3** The bidder shall be required to submit the documentation and proof for the above requirements and CUGL may at his discretion make additional checks for the same.

### **DOCUMENTS REQUIRED TO REVIEW QUALIFICATION CRITERIA**

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

- Copies of purchase order and Inspection release note/ Dispatch Clearance / Certificate from TPI/PMC/Client having cross reference to purchase order.
- Commissioning report/certificate from End user / his representative (PMC).
- In case of bidder is authorized dealer of OEM, valid authorization letter or copy of agreement between bidder and OEM shall be provided.
- For running contract, if the actual executed Quantity (for partially executed contract) is equal to or more than the quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order Quantity criteria, for which a certificate from the client showing executed Quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of work order/ agreement. The copies of work order / agreement and execution certificate from client should be duly certified/ attested by notary public/ Chartered Accountant with legible stamp.

### **1.2 FINANCIAL CRITERIA**

#### **Annual Turnover**

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

Minimum annual turnover shall be as follows:

Item No. 1 (Car Dispenser)	: Rs. 181.44 Lacs
Item No. 2 (Car Cum Bus Dispenser)	: Rs. 83.52 Lacs

### **Net worth**

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

### **Working capital**

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

Minimum Working Capital shall be as follows:

Item No. 1 (Car Dispenser)	: Rs. 36.28 Lacs
Item No. 2 (Car Cum Bus Dispenser)	: Rs. 16.70 Lacs

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

In case of tenders having the bid closing date up to 30th September of the relevant financial years and audited financial results of immediate 3 (three) preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to that relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years (*In case Government extends the time line for submission of Financial returns, then the same shall be applicable here as well*).

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

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

In case the bidder quotes for more than one item, the requirement of financial criteria shall be on cumulative basis for the quoted items.

Evaluation of bids shall be done on item wise basis.

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

The lowest evaluated bidder's rates shall be considered as L-1 rates for Award and these rates will be offered to L-2, L3, L4 .....bidders (All techno-commercial qualified bidders.). CUGL shall award the contract to 02 (Two) vendor in the ratio of 60:40.

Contract shall be awarded as per following:

- 2 nos. of bidders will be awarded the contract subject to matching the L-1 rates.
- L-1 will be awarded 60% of job and balance 40% shall be awarded to the L-2 bidder subject to matching L-1 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.
- In case only single bidder qualify techno-commercial criteria or match L-1 rates then total scope of the work shall be awarded to the L-1 bidder.

# **FORMS & FORMATS**

## **SECTION-V**



**F-1**

**BIDDER'S GENERAL INFORMATION**

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along  
with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

[Signature of Witness]

Name of Witness:

Address:

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

**Dear Sir,**

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

**Ref.....**

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

**Date.....**

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

**Dear Sir(s),**

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer), wish to participate in the said tender for

\_\_\_\_\_

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

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

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

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

instructions from M/s. \_\_\_\_\_ whose  
behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

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

-----

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of

the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper

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



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

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

Ref:

Date:

To,

Central UP Gas Limited,  
7<sup>th</sup> floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

**Dear Sir,**

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Phone/Cell:

Fax:

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

"Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to CUGL.

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

**Dear Sir,**

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

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

**F-7**

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

To,

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

**Dear Sir,**

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

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

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

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

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

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

**Dear Sir,**

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

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

**Dear Sir(s),**

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

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

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

1. We

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

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

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

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

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

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

Yours faithfully,

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

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

---

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

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



100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

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

<b>Sl.</b>	<b>DESCRIPTION</b>	<b>BIDDER'S CONFIRMATION</b>
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 04 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB	

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-11**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

Dear Sir,

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

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

Postal Address with Pin Code : .....

Telephone Number : .....

Fax Number : .....

Contact Person : .....

E-mail Address : .....

Mobile No. : .....

Date : .....

Seal/Stamp : .....

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name : .....

Signature : .....

Name : .....

Designation : .....

Date : .....

Seal/Stamp : .....

---

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

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-13**  
**BIDDER'S EXPERIENCE**

To,

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-14**  
**CHECK LIST**

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



otherwise complete in all respects.

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

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>	<b>REFERENCE PAGE NO. OF THE BID SUBMITTED</b>
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document.		

7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
-----	---	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

**F-15**

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

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7<sup>th</sup> floor, UPSIDC complex

A-1/4, Lakhnau

Kanpur-208024

India

Dear Sir,

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

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

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

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

Yours truly,

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

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

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

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

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

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

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

**Instructions:**

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

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

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

Bid Document No: CUGL/C&P/TEN2122/21,229,027

SUB : Supply, Installation and Commissioning of Car and Car Cum Bus Dispenser along with Comprehensive AMC for Kanpur, Unnao, Bareilly and Jhansi on ARC Basis.

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

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

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

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

Date

**CA CERTIFICATE FORMAT FOR MSE**

**TO WHOMSOEVER IT MAY CONCERN**

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

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

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

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

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

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

## **SECTION-VI**



# SPECIAL CONDITIONS OF CONTRACT

## 1.0 GENERAL

The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancies of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders.

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specification, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- i. Letter of Award/ Purchase Order
- ii. Letter of Acceptance/ FOI along with Statement of Agreed Variations.
- iii. Schedule of Rates as enclosures to Letter of Award/ Purchase Order
- iv. Special Conditions of Contract
- v. Drawings
- vi. Technical/ Material Specifications
- vii. Instruction to Bidder
- viii. General Conditions of Contract (Goods) for supply part of the contract and GCC (for procurement of works) for other than supply part of the contract.
- ix. Applicable standards as specified. x. Applicable standards not specified.

- 1.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handling, clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, (except Custom Duty on the imported component

in case of Foreign Bidder only) levies, fees, encumbrances, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurance handling of goods at all stages, storage, associated works including materials, tools/ tackles etc., grouting, till the time of handing over, installation, testing, pre commissioning, performance test, Site Acceptance Test, Trial Run, system commissioning and handing over at site to the Owner and Operation and Maintenance Work as specified in technical parts for the items stated in Price Schedule and in Technical Part.

In case of Foreign Bidder, all work related to collection of Cheque / Draft towards custom duty & deposition of same to the custom authorities shall be in the scope of the bidder.

- 1.2 Owner shall issue concessional forms towards Central sales tax. As such bidder shall include full rates of all taxes/ duties as applicable and percentages of the same shall be filled in at Agreed Terms and Conditions of this tender document.

- 1.3 The quoted price shall be deemed to be inclusive of all applicable taxes & duties including Service Tax, works contract tax, sales tax, local taxes, import duty, excise duty, octroi and other levies etc. till the complete execution of the order as applicable in India under this contract and the bidder shall not be eligible for any compensation on this account.

Both Indian and Foreign Bidders shall not be eligible for compensation by the Owner for any variations whatsoever in the aforesaid taxes/ duties/ levies, etc. as included in the total price except for statutory variation as provided under tender document. Non-compliance to the provisions of this Article as aforesaid shall lead to rejection of offer.

- 1.4 At the designated site the Owner shall make available to the Bidder requisite open land for the purpose of storage, office and other related uses during the site work. Fencing of the demarcated area if necessary shall be done by the Bidder at their cost. All arrangements and temporary construction if any, within allocated area for adequate storage and safe custody of all goods received against the order and for all other allied activities of the Bidder shall be done entirely by the bidder at their own cost. The total contract price shall be considered to be inclusive of all costs towards the above requirement. Bidder shall have no claim or lien on the land and shall clear the land of all structures prior to leaving the sites.
- 1.5 Foreign Bidder because of various constraints of distance, unfamiliarity with local and lack of any established branch office in India, may quote on the basis of tie up with any Indian Sub-contractor for the activities to be undertaken in India, they may do so provided their bid is submitted on PACKAGE BASIS WITH OVERALL CONTRACTUAL RESPONSIBILITY WITH THE FOREIGN BIDDER ONLY.
- All payments under the contract shall however, be payable to Foreign Bidders only. Payments shall be made as per 'Terms of Payment' Clause of SCC enclosed herewith.
- 1.6 All Bidders are requested to indicate positively the division of work
- To be directly undertaken by the Bidder
  - Envisaged to be undertaken by Bidder's Sub-contractor under Bidder's Overall responsibility.
  - A copy of MOU (Memorandum of Understanding) shall be furnished along with the offer.
- 1.7 The activities listed in the scope of proposal in this document as well as in the price break-up shall be only broad categories and shall in no way absolve the Bidder in executing and completing of the turnkey philosophy of the Owner within the quoted lump sum price. Any item/equipment/services/activities/ taxes/duties, if not specifically identified in the Bid document or in the offer but is necessary for the completion of work, shall be deemed to be included in the quoted lump sum price and no extra charges are payable by the Owner.
- 1.8 As regards the Income tax, surcharge on Income tax or any other corporate tax payable by the Bidder for reason of the contract awarded, then Owner shall not bear any tax liability whatsoever irrespective of the mode of construction of contract. The bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income tax Act.
- Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so be deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.
- 1.9 **CONTRACT AGREEMENT**
- 1.9.1 Contract Documents for agreement shall be prepared, after award of works to the successful bidder by Telegram/Fax/Detailed letter of Intent in line with format to GCC. Until the final Contract documents are prepared and executed this tender document together with the annexed documents, modifications, deletions agreed upon by the OWNER and bidder's acceptance thereof shall constitute a binding contract between the successful bidder and the OWNER based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 1.9.2 The Contract document shall consist of the following: -
- Original tender documents issued with its enclosures.
  - Addendum/Corrigendum to tender documents issued if any.
  - Letter of Acceptance.
  - The detailed letter of Intent/Acceptance along with statement of Agreed Variation (if any) and enclosures attached there with.
- 1.9.3 The statement of agreed deviations shall be prepared based on the finally retained deviations if any by the bidder and all correspondences and MOM's held between the OWNER and the bidder prior to issue of Telegram/Fax of intent shall be treated as Null and Void. Any deviation or stipulations made and accepted by the owner after award of the jobs shall be treated as amendments to the contract documents as above.
- 1.10 **ADDITIONAL WORKS/EXTRA WORKS**

OWNER reserves their right to execute any additional works/extra works, during the execution of work, either by themselves or by appointing any other agency even though such works are incidental to and necessary for the completion of works awarded to the contractor. In the event of such decisions taken by OWNER, contractor is required to extend necessary cooperation, and act as per the instructions of Engineer-in-Charge.

#### 1.11 PRELIMINARY EXAMINATION:

1.11.1 The OWNER will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

1.11.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

1.11.3 Prior to the detailed evaluation, the OWNER will determine the substantial responsiveness of each Bid with reference to the Bidding Documents. For this purpose a substantially responsive Bid is one which confirms to all other terms and Conditions of the Bidding documents without material deviations. The OWNER'S determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

1.11.4 A bid determined as not substantially responsive will be rejected by the OWNER and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

1.11.5 The OWNER may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### 1.12 Complete Scope of Work

The scope of work is mentioned in Tender Document. Offers of those bidders, who take total responsibility for complete scope of work for the SOR item in case evaluation is item wise basis otherwise for all the items as mentioned in Tender Document, shall be considered for detailed evaluation.

#### 1.13 Clarification of Bids

After opening of the Bids to assist in the examination, evaluation and comparison of Bids, the OWNER may, at its discretion, ask the Bidder for a clarification of its Bid. The request for such clarification and the response shall be in writing and no change in the price or substance of Bids shall be sought, offered or permitted.

#### 1.14 Deduction at source

1.14.1 Owner will release the payment to the Contractor after effecting deductions as per applicable law in force & after offsetting all dues to the Owner payable by the Contractor under the Contract.

#### 1.15 TESTS AND INSPECTION

The contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates. **The Pre-dispatch inspection shall be carried out by CUGL appointed TPI agency and charges for same shall be born by the CUGL.**

#### 1.16 REGISTRATION UNDER SALES TAX ACT (Wherever applicable)

Attested copy of certificate for registration under State Government Sales Tax Act in the Performa prescribed by State Govt. should accompany the tender. The registration should be in the name of the Firm / Individual quoting for the work. In absence of the above registration, bidder may not be awarded the work tendered for, in the light of State Govt. directive / instruction.

#### 1.17 PROVIDENT FUND ACT (Wherever applicable)

1.17.1 The bidder shall submit the EPF code number along with the bid document.

1.17.2 The Contractor shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The Contractor shall deposit Employees and Employers contributions

to the RPFC every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment made to the RPFC for the preceding months.

- 1.17.3 In case the RPFC's challan/receipt, as above, is not furnished, Owner shall deduct 16 % (Sixteen percent) of the payable amount from contractor's running bill and retain the same as a deposit. Such retaining amounts shall be refunded to Contractor on production of RPFC challan/receipt for the period covered by the related running bill.

#### 1.18 LABOUR LICENCE

Before starting of work, contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

#### 1.19 STATUTORY APPROVALS

- 1.19.1 Contractor shall be responsible for obtaining approval from statutory authorities like Municipal Corporation Development Authorities, Electricity Department and any other concerned authority as required for the completion of the work.
- 1.19.2 The application on behalf of the Owner along with required certificates / documents, complete in all respects, shall be submitted by the Contractor to the Engineer-in-charge, for onward transmission to statutory authority, well ahead of time, so that commissioning is not delayed for want of inspection by the authority. The necessary coordination, liaison and arrangements for statutory inspection and approval shall be the contractor's responsibility. However, any fee paid to the concerned authority in this regard shall be reimbursed by the Owner on production of documentary evidence.
- 1.19.3 Inspection and acceptance of the work by statutory authorities shall not relieve the contractor from any of his responsibilities under this contract.
- 1.19.4 Any changes/additions required to be made to meet the requirements of statutory authorities, shall be carried out by the contractor, within the contract price, and to no additional cost to Owner.

#### 2.0 **SCOPE OF WORK**

- 2.1 The Scope of Work shall be as set out in MR, Data Sheets and Technical Specifications given in tender document and supplemented by all stipulation in the total tender document.

#### 3.0 TERMS OF PAYMENT

##### 3.1 **FOR SUPPLIES**

Payments shall be released by the Owner against pre-receipted invoice, submission of valid performance guarantee and other documents complete in all respect meeting the requirement of contract document.

##### 3.1.1 **For Indian Bidders**

- A. 90% of supply value will be paid progressively by Owner within 30 days against receipt of material alongwith following documents:-
- GST Invoice
  - Inspection Release Note issued by inspection agency appointed by Owner.
  - GR/LR
  - Packing List
  - In case of delay in supply, the invoice value shall be reduced to take care of stipulation of PRS clause of the contract.
  - 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 contractor this certificate will duly be endorsed by the contractor owning overall responsibility
  - Final technical file as per Technical Specifications/ Material Requisition including all test certificates , if applicable
  - Performance Bank Guarantee(s).
- B. 10% payment: On completion Installation & Commissioning, all other works & final acceptance by the owner and submission following additional document: -

- ☐ Clearance from ESIC, PF and labour authority

- ☐ Commissioning Report
- Work completion certificate
- ☐ Payment reconciliation statement
- ☐ No claim certificate

In case Testing & Commissioning or Field Performance Test could not be executed for 90 days from the date of delivery of material due to reason directly attributable to OWNER, the 10% payment shall be released as follows:

- ☐ Balance 10% after completion Installation & Commissioning or 90 days after delivery of material whichever is earlier.

### 3.2 **Erection, Testing, commissioning & field performance etc.**

100 % Payment will be paid on erection, installation, testing of individual items and successful trial-run of the system, completion of all works and on final acceptance.

### 3.3 **Annual Maintenance Service charges**

Monthly payment on pro-rata basis as certified by Engineer-in-charge shall be made against the invoices raised within 30 days.

### 3.4 **For Training of Owner's Personnel**

No payment will be made against training. This will be included in supply.

### 3.5 **Payment of Indian Agent's Commission, if any**

The agent's commission, if any, shall be paid directly by owner in non convertible Indian Rupees. The payment will be made to Indian Agent within 30 days from the date of the satisfactory completion of all obligations of the contractor towards scope of work upto supply of foreign component, under the contract and submission of stamped pre-receipted bill for the commission amount by the agent.

### 3.6 **Third Party Inspection**

TPIA shall be arranged by CUGL.

### 3.7 **General Notes**

- Invoice shall be raised on the basis of not less than one month interval.
- Invoice(s) in respect of items for which payment is to be made to Indian Associate of Foreign Bidder shall be raised by Foreign Bidder. In case it is raised by Indian Associate, same shall be duly certified and endorsed by Principal Bidder.
- All efforts shall be made to release the payment within 30 days after receipt of relevant documents complete in all respects.
- All bank charges incurred in connection with payments shall be to vendor's accounts.
- The contractor shall be responsible, on completion of contract, or wherever required, to undertake customs reconciliation work with Indian customs authorities and finalise the customs assessment by furnishing the necessary technical information etc. to the said authorities.
- Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- No interest charges for delay in payments, if any, shall be payable by Owner.
- In case of Indian bidder (Contractor), statutory variation, if any, on account of customs duty on their built-in import content, as per terms of bid document, shall be claimed separately by Contractor after receipt of goods at site(s). However, any price benefits to the Owner, on account of such variation as per terms specified in the bid document, shall be passed on to the Owner along with invoicing itself. Copy of necessary documentary evidence in support of statutory variation shall be submitted along with claim/ invoicing.

### 4.0 **INLAND TRANSIT INSURANCE FOR PROCUREMENT OF GOODS**

Contractor will be required to submit documentary proof for the transit insurance before dispatch.

### 5.0 **NA**

### 6.0 **CUSTOM DUTY & EQUIPMENT CLEARANCE**

All Scope shall be in scope of Bidder.

## **7.0 PROJECT SCHEDULING & MONITORING**

The following schedules/documents/reports shall be prepared and submitted by the Bidder/Contractor for review/approval at various stages of the contract.

### **7.1 ALONGWITH BID**

#### **a) Time Schedule**

The Completion Time Schedule for the work (including mobilization period) as per Invitation for bid of Tender in all respect, from the date of issue of telex/telegram/letter/Fax of Intent.

The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, indicated in the Bid Document. The Owner interface activities shall be clearly identified with their latest required dates. Owner reserves the right to disqualify the Bidder if the above Schedule submitted by the Bidder is not in line with the over all Project requirement.

#### **b) Scheduling & Monitoring System**

The Bidders should describe their system of Project Scheduling and monitoring, the extent of computerization, level of detailing, tracing methodology etc. with the name of computer package and sample outputs.

### **7.2 AFTER THE AWARD OF CONTRACT**

#### **a) Over all Project Schedule**

The Contractor shall submit within 1 week of Fax of Intent, a sufficiently detailed overall Project Schedule in the activity network form, clearly indicating the major milestones, interrelationship/ interdependence between various activities together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer- in-Charge and the comments if any shall be incorporated in the network before issuing the same for implementation. The network thus finalised shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

#### **b) Progress Measurement Methodology**

The contractor is required to submit within 1 week of award of WORK, the methodology of progress measurement of sub-ordering, manufacturing /delivery, sub- contracting construction and commissioning works and the basis of computation of overall services/physical progress informed. Owner reserves the right to modify the methodology in part or in full.

#### **c) Functional Schedules**

The contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress covers for each function viz. ordering, delivery and construction.

## **8.0 RULES, REGULATIONS AND PROCEDURES**

8.1 CONTRACTOR shall observe in addition to Codes specified in respective specification, all National and Local Laws, Ordinances, Rules and Regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

8.2 Various procedures and method statements to be adopted by CONTRACTOR during the construction as required in the respective specifications shall be submitted to OWNER in due time for APPROVAL. No such construction activity shall commence unless approved by OWNER in writing.

## **9.0 FIELD INSPECTION**

CONTRACTOR shall have at all times during the performance of the WORK, a Competent Superintendent on the premises. Any instruction given to such superintendent shall be construed as having been given to the CONTRACTOR.

## **10.0 ERECTION AND INSTALLATION**

The CONTRACTOR shall carry out required supervision and inspection as per quality Assurance plan and furnish all assistance required by the OWNER in carrying out inspection work during this phase. The

OWNER will have engineers, inspectors or other authorised representatives present who will have free access to the WORK at all times. If OWNER's representative notifies the CONTRACTOR's authorised representative not lower than a Foreman of any deficiency, or recommends action regarding compliance with the SPECIFICATIONS, the CONTRACTOR shall make every effort to carry out such instructions to complete the WORK conforming to the SPECIFICATIONS and approved DRAWINGS in the fullest degree consistent with best industry practice.

#### **11.0 SITE CLEANING**

11.1.1 The contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

11.1.2 Working site should be always kept cleaned upto the entire satisfactions of the Engineer-in-charge. Before handing over and work to owner, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-charge.

#### **12.0 DOCUMENTATION**

##### **12.1 "AS BUILT" DRAWINGS**

- a) Notwithstanding the provisions contained in standard specifications, upon completion of WORK, the Bidder shall complete all of the related drawings to the "AS BUILT" stage and provide the OWNER, the following: -
  - b) One complete set of all original tracings.
  - c) One complete set of full size reproducible.
  - d) One complete set of reduced size (279 mm x 432 mm) reproducible copies of all drawings.
  - e) One complete set of microfilm of all original drawings.
  - f) Six complete sets of reduced size (279 mm x 432 mm) prints.
  - g) Six complete bound sets of CONTRACTOR's specifications including design calculations.
  - h) Six complete sets, in the form of hand bound volumes, of the manufacturer's data book for all the equipments; instruments etc. including certified prints and data. Data books shall be completed with index as to tag numbers associated with manufacturer's data shown, Equipment data shall include as a minimum requirement the principle and descriptions of operations, installation and maintenance instructions, drawings and dimensions, parts list and priced purchase orders including those of major sub-vendors and suppliers. Requirements pertaining to "VENDOR DATA REQUIREMENT" attached with standard specifications for the documents to be included in the Data Book for each equipment, instruments etc. shall also be complied with.
  - i) Six bound copies each of the Spare Parts Data Books and the Lubricants Inventory Schedule.

##### **12.2 Completion Document**

The following documents shall be submitted in hard binder by the Bidder in THREE sets, as a part of completion documents: -

- a) Test results and reports.
- b) Pre-commissioning/commissioning check list.
- c) Performance certificate
- d) Completion Certificate issued by Owner's Site Engineer.
- e) No claim certificate by the Contractor.

#### **13.0 ORDER OF WORKS/PERMISSIONS/RIGHT OF ENTRY/CARE OF EXISTING SERVICES**

The order in which the WORK shall be carried out shall be subject to the approval of the Engineer-in-charge and shall be so as to suit the detailed method of construction adopted by the CONTRACTOR, as well as the agreed joint programme. The WORK shall be carried out in a manner so as to enable the other contractors, if any, to work concurrently.

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

#### **14.0 QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME**

14.1 Bidder shall include in his offer the Quality assurances Programme containing the overall quality management and procedures which is required to be adhered to during the execution of contractor. After

the award of the contract detailed quality assurance programme to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to.

14.2 The Contractor shall establish document and maintain an effective quality assurance system as outlines in recognised codes.

14.3 Quality Assurance system plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as the manufacturer's works and dispatch of materials.

14.4 The Owner/Consultant or their representative reserve the right to inspect witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.

#### 15.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the OWNER may have paid, for which under the CONTRACT the CONTRACTOR is liable, shall be cleared by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims. Such claims shall be paid by the CONTRACTOR within fifteen (15) days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may then deduct the amount, from any amount due or becoming due by OWNER to the CONTRACTOR under the Contract may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

#### 16.0 **CONSTRUCTION AIDS, EQUIPMENT, TOOLS & TACKLES**

CONTRACTOR shall be solely responsible for making available for executing the work, all requisite Construction Equipments, Special Aids, Cranes, Tools, Tackles and testing equipments and appliances.

Such construction equipments etc. shall be subject to examination by owner and approval for the same being in first class operating condition. Any discrepancies pointed out by OWNER shall be immediately got rectified, repaired or the equipment replaced altogether, by CONTRACTOR. OWNER shall not in any way be responsible for providing any such equipment, machinery, tools and tackles.

The OWNER reserves the right to rearrange such deployment depending upon the progress and priority of work in various sections.

#### 17.0 **MAKE OF MATERIAL/BOUGHT OUT ITEMS**

An annexure of approved vendors for various major items is enclosed with this tender specification. The bidder shall consider such names only as indicated in the aforesaid list and clearly indicate in the bid the name(s) as selected against these items. However, for any other item not covered in the list enclosed with this tender document, prior approval shall be obtained by the contractor for its make/ supplier's name.

#### 18.0 **INSPECTION OF SUPPLY ITEMS**

All inspections and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise Owner/ Consultant in writing at least 10 days in advance of the date of final inspection/tests. Manufactures inspection or testing certificates for equipment and materials supplied, may be considered for acceptance at the discretion of Owner/ Consultant. All costs towards testing etc. shall be borne by the contractor within their quoted rates. All inspection of various items shall be carried out based on Quality Assurance Plan, which will be submitted by the Contractor and duly approved by Owner/ Consultant.

#### 19.0 **DELIVERY BASIS**

Delivery basis is to be on FOT site basis.

#### 20.0 **COMPLETION SCHEDULE**

**Delivery basis to be on FOT site basis. For Indian Bidders:**

S.No.	Description	Quantity	Delivery time (CUGL Site) from the date of Fax of Indent (FOI)
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1	Car Dispensers	15 Nos.	Within <b>12 Weeks</b> from the date of Fax of Indent
2	Car Cum Bus Dispensers	5 Nos.	Within <b>12 Weeks</b> from the date of Fax of Indent.
3	Car Dispenser	20 Nos	Within <b>12 Weeks</b> from the date of Intimation by CUGL within a period of one year from Letter of Intent. CUGL will provide call out orders for the required nos. of dispensers within a period of one year from the date of LOI.
4	Car Cum Bus Dispenser	10 Nos	Within <b>12 Weeks</b> from the date of Intimation by CUGL within a period of one year from Letter of Intent. CUGL will provide call out orders for the required nos. of dispensers within a period of one year from the date of LOI.

Note : The date of receipt of material shall be considered for the date of delivery for Price Reduction Schedule.

S.No.	Description	Quantity	Completion Period
2	Erection, Testing & Commissioning of dispensers at site	50 Nos.	Within 7 days from the date of intimation by Owner (as and when required)

Time for completion shall be reckoned from the date of first notification of acceptance of bid i.e. the date of Fax of Intent.

Bidders quoting longer delivery period from given time schedule i.e. beyond 12 weeks, their offer will not be considered for evaluation and bid will be rejected.

#### **20.1 MAINTENANCE REQUIREMENT**

The contractor must follow the MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services as defined in the bid documents.

#### **ACCOMMODATION/ TRANSPORTATION/ MEDICAL**

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and owner shall have no obligation in this respect.

#### **20.2 DISCIPLINE**

The contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-Charge. The decision of the Engineer –in-Charge in this matter shall be final and binding on the contractor.

#### **20.3 GATE PASS / IDENTITY CARD**

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by OWNER for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

#### **20.4 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES**

Nothing contained herein shall restrict OWNER from accepting similar service from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

#### **20.5 SUB-LETTING OF CONTRACT**

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization.

#### **20.6 COMPLIANCE OF LAWS**

The contractor deploying 20 (twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required.

The contractor (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation's including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the contractor for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The

contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund.

The contractor shall not engage /deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit.

The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by OWNER. It shall be the duty/responsibility of the contractor to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractor's personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

The contractor shall arrange for insurance of all this workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of worker's compensation Act, 1923 or any other law in force. OWNER has to pay compensation for a workman employed by the contractor due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the contractor and /or security deposit.

#### **20.7 THE OFFICER IN CHARGE SHALL HAVE POWER TO**

- i. Issue the contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the contractor shall carry out and bound by the same.
- ii. During the concurrency of this contract, OWNER can increase and/or decrease the number of the services / technicians to meet contractual requirements.
- iii. Order the contractor to remove or replace any workman whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the contractor.

#### **20.8 REPATRIATION AND TERMINATION**

OWNER shall reserves the right at any time during the concurrency of the contract, to terminate it by giving 30 days notice to contractor, and upon expiry of such notice period the contractor shall vacate the site/office occupied by him immediately.

#### **20.9 INDEMNITY**

Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work & the contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Fatal Accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the contractor immediately on receipt of LOA).

## **20.10 PENALTY**

20.10.1 Penalty for Non-Performance during Maintenance period.

20.10.1.1 Details of Penalty for non-performance of equipment

**If the equipment is down for more than 4 hours on any day Penalty would be applicable as follows:**

**Up to 12 hours :** Deduction will be 25% value of maintenance cost of break down dispenser.

**Beyond 12 hours:** Deduction will be 50% value of maintenance cost of break down dispenser.

Maximum penalty for any break down is limited to 50% of monthly billing of break down dispenser.

## **20.11 CONTRACTOR'S RESPONSIBILITY**

The contractor shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-Charge or his representative.

## **20.12 EMPLOYMENT LIABILITY OF CONTRACTOR**

The contractor shall indemnify OWNER & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employer for the execution of this contract at any time during/after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and OWNER shall have no responsibility towards them.

The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of the Owner's representative.

The contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The contractor shall ensure regular and effective supervision of the personnel deployed by him.

The contractor shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage, pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them. During the concurrency of the job, if the work progress does not commensurate with the time elapsed in respect of any person/persons engaged by the contractor; the contractor shall be liable to pay the compensation to the Owner as may be considered reasonable by the Owner.

## **20.13 GENERAL**

The maintenance services shall be provided in terms of shift pattern or the round the clock basis as mentioned in the bid document.

20.13.1 The one year maintenance period will start after successful erection, testing, commissioning and performance test of the Dispenser. The equipment is declared to be commissioned when it achieves performance test successfully. One year of maintenance period will start after successful completion of performance test.

20.13.2 The contractor shall deploy adequate number of technicians / supervisors / Engineers / helpers as well as tools, spares, consumables and equipment for smooth and proper maintenance of the Dispenser supplied in terms of the contract. In case required to meet operational requirements, the contractor shall augment the same as per direction of Engineer –in-Charge.

- 20.13.3 The contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all Holiday & around the clock.
- 20.13.4 The contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act/Law/and Rule made thereunder. However, no work shall be left incomplete/unattended on any holiday/weekly rest. Maintenance Technician/engineer provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in-charge and deployed workman.
- 20.13.5 The work force deployed by the contractor for maintenance service of dispensers, shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the contractor as well as for the installation.
- 20.13.6 Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- 20.13.7 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- 20.13.8 The contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- 20.13.9 All personnel of the contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the Owner including work sites.
- 20.13.10 Contractor shall maintain proper record of his working employee's attendance and payment made to them.
- 20.13.11 All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines/direction of engineer-in-charge of authorized representative.
- 20.13.12 Summary of breakdown hours dispenser wise with analysis shall be submitted to CNG office on a fortnightly basis both in hard and soft form as per CUGL format.
- 20.13.13 The contractor has to submit the following documents on monthly basis along with the bill:
- Preventative maintenance check list for that month along with the detailed service report.
  - Details of the breakdown, summary of break down hours for that month and the cumulative break down hours along with breakdown response time.
- 20.13.14 Comprehensive Maintenance of dispensers.
- All spares, consumables, hanging spares (nozzles, hoses, break away couplings) required for running the dispensers/ carrying out preventive / any type of maintenance shall be in the scope of supplier based on comprehensive AMC.
- 20.13.15 All tools, tackles and fixtures required for carrying out the comprehensive maintenance of the dispensers shall be in scope of the bidder.
- 20.13.16 Any correspondence required to be made with the principal company or OEM or various offices shall be made by the bidder or bidders agent. All arrangements like phone, fax, computer, Internet etc required for above correspondences shall be arranged by the bidder at his own cost.
- 20.13.17 The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with
- a. Estimated down time required for each type of maintenance schedule.
  - b. List of spares and their quantities required for each type of maintenance schedule per dispenser.
  - c. Type and number of man days required for each type of maintenance schedule per dispenser.
- The bidder shall plan such maintenances during non-peak hours and in consultancy with the Engineer In Charge (EIC) of CUGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.
- 20.13.18
- The bidder shall use only OEM's certified spares during maintenances.

20.13.19 All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the bidder. Instruments required for above inspection shall be in scope of the bidder and these instruments shall be calibrated every year.

20.13.20 The contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material such as complaint log book, service report, break down summary report etc. shall be in scope of the bidder.

20.13.21 All the maintenance / inspection job carried out by the bidder shall be recorded in a service report and the report of the same shall be jointly signed by CUGL representative and submitted immediately after carrying out the maintenance. Service report format shall be approved by CUGL.

20.13.22 The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the bidder and CUGL, during the execution of the contract.

20.13.23 All spares, consumables, hanging spares (nozzles, break away couplings, hoses, probes, adopters etc) required for carrying out Comprehensive Maintenance of the complete dispenser during contract period of comprehensive maintenance including attending the breakdowns and preventive maintenance as per OEM recommendations and any other materials required for maintenance of the dispensers, shall be provided by the bidder.

20.13.24 All tools, tackles including special tools and tackles and fixtures required for carrying out the above maintenance of the dispensers shall be in scope of the bidder.

20.13.25 Any correspondence required to be made with the principal company or OEM or various offices shall be made by the bidder or bidder's agent. All arrangements like phone, fax, computer, internet etc required for above correspondences shall be arranged by the bidder at his own cost.

20.13.26 The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The bidder shall plan such maintenances during non peak hours and in consultancy with the Engineer In Charge (EIC) of CUGL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

20.13.27 In case, the schedule maintenance of the OEM manual recommends to check and replace parts , same shall be replaced or used further only on approval from the CUGL representative.

20.13.28 All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the bidder.

20.13.29 The contractor shall submit a copy of the monthly performance report to the EIC in both soft and hard form.

#### **21.0 EVALUATION BASIS**

Evaluation will be done on Item wise basis and order will be placed on the lowest acceptable bidders.

**“Comprehensive AMC Charges for each dispenser per year shall not be less than 4% (exclusive of GST) of the dispenser basic cost.**

**In case if bidder quotes less than 4% of the dispenser cost ( basic cost) then CUGL will withhold the differential amount(4% - quoted %) corresponding to AMC period of 5 years. The same shall be released after the completion of respective year(s).”**

# **SOW (SCOPE OF WORKS)**

## **SECTION-VII**

**1. Comprehensive Annual Maintenance Contract:** Comprehensive annual maintenance contract for 15 nos. of car cum bus dispensers and 35 Nos. of Car dispensers will be for following period:

a) Warranty period (One year): Warranty period shall be considered 12 months from the date of commissioning or 24 months from the date of supply (whichever is earlier).

b) Further 4 years after warranty.

Total AMC period: 05 years.

**2. Scope of AMC:** During comprehensive annual maintenance contract period, bidder is required to attend all preventive as well as break down maintenance of dispensers as per OEM recommendations and standard check lists.

**3. Spares and consumable:** To attend the preventive as well as break down maintenance, all spares and consumables (probe/adapters//O ring etc.) are in the scope of bidder including hanging out items (nozzles/break away coupling/hoses/receptacles etc). Bidder is required to maintain a minimum inventory at near by location to reduce the down time. All commissioning spares are also part of dispenser supply and to be provided by bidder.

**4. Service Team:** Service persons for dispenser maintenance shall have adequate experience on working of high pressure/hydrocarbon/HSD maintenance etc.

**5. PPEs & Tools & Tackles:** Bidder is required to provide all required PPEs and tools and tackles to their service persons during the maintenance to ensure the safety requirements.

**6. Service Reports:** Bidder's Service persons shall immediately prepare the service report at site and it shall be verified by CUGL representative along with complaint log time and complaint resolve time. One copy of the report shall be handed over to CUGL representative.

**7. Maintenance Check Lists:** All preventive maintenance shall be strictly carried out as per OEM check lists and shall be verified by CUGL representative. One copy of the same shall be provided to CUGL representative. Monthly preventive maintenance of all dispensers at site shall be conducted.

**8. Maintenance Schedule:** Vendor shall provide the maintenance schedule in advance for approval from CUGL representative.

**9. PENALTY AGAINST NON PERFORMANCE DURING COMPREHENSIVE AMC PERIOD:**

**9.A: If the equipment is down for more than 4 hours on any normal day:**

Penalty would be applicable as follows:

**9.A.1: Up to 12 hours :** Deduction will be 25% value of maintenance cost of break down dispenser shall be deducted.

**9.A.2: Beyond 12 hours:** Deduction will be 50% value of maintenance cost of break down dispenser shall be deducted.

**9.A.3:** Maximum penalty for any break down is limited to 50% of monthly billing of break down dispenser shall be deducted.

**9.A.4:** If dispenser is under break down for more than one calendar month, penalty of 100% of monthly billing of break down dispenser shall be deducted.

**9.B: If the equipment is down for more than 4 hours beyond mutually agreed preventive maintenance hours on scheduled maintenance day:**

Penalty would be applicable as follows:

**9.B.1: Up to 12 hours :** Deduction will be 25% value of maintenance cost of break down dispenser shall be deducted.

**9.B.2: Beyond 12 hours:** Deduction will be 50% value of maintenance cost of break down dispenser shall be deducted.

**9.B.3:** Maximum penalty for any break down is limited to 50% of monthly billing of break down dispenser shall be deducted.

**9.B.4:** If dispenser is under break down for more than one calendar month, penalty of 100% of monthly billing of break down dispenser shall be deducted.

10.0: In case of lockdown declared by Govt. and CUGL is required to close the sale from dispenser, the AMC shall be suspended within 15 days prior notice/intimation.

11.0: In case CUGL is required to close the sale from dispenser as per business requirement or shifting of dispenser to other location/site or handover of station to other CGD, AMC shall be suspended within 15 days prior notice/intimation.



# **TECHNICAL SPECIFICATIONS**

## **SECTION-VIII**

## C O N T E N T

S.No.	Description
1	Introduction
2	Scope of Work
3	Scope of supply for Car and Car cum bus dispensers
4	Technical Specifications of Major Items for Car and Car cum bus Dispenser
	a) Dispenser
	b) Mass flow meter
	c) Automatic refueling data Storage
	d) Pipe work, valves and fittings
	e) Electrical specification
	f) Software and hardware for remotely CNG rate change and collection of daily totalizer readings
5	Hazardous area
6	Inspection and testing
7	Calibration and third party inspection
8	Dispenser Performance
9	Training requirements
10	Warranty servicing and spare parts
11	Technical support
12	Data and Drawing Detail
13	Packaging
14	Commissioning of Dispenser
15	Data sheets of Mass Flow Meters for CAR and CAR cum BUS Dispensers
16	Data sheets of Solenoid Valve for CAR and CAR cum BUS Dispensers
17	Data Sheet of CAR and CAR cum BUS Dispensers
18	Check List: CAR and CAR cum BUS Dispensers

## 1.0 INTRODUCTION:

Central UP Gas Limited (CUGL) is a Joint Venture of GAIL (India) Limited & BPCL. Central UP Gas Limited (CUGL) is in the process of installing CNG outlets across Kanpur, Bareilly, Unnao & Jhansi cities. For this CUGL proposes to procure Car and CAR cum BUS dispensers to cater to the requirement.

## 2.0 SCOPE OF WORK:

2.1 The intent of this technical specification is to outline the requirement under which the vendor shall Design, Engineering, Manufacture, Inspect & Test the equipments at Works, Painting, Packaging & forwarding, Insurance, supply to Sites/Stores, Installation testing, trial run, Commissioning and Performance Testing at Sites, preventive and break down comprehensive maintenance with all auxiliaries & features required for efficient & safe operation. The quantities of dispensers required shall be as per SOR (Schedule of Rates) cited elsewhere in the tender document.

2.2 Since It is not possible to specify every piece of equipment/item, any item not specifically mentioned but required as per Good Engineering Practice and for the safe & trouble free operation of the dispensers shall deem to have been specified & shall be in the scope of Vendor without any cost or time implication.

## 2.3 SCOPE OF SERVICES

2.3.1 Design & Engineering.

2.3.2 Manufacturing & Assembling.

2.3.3 Procurement from Sub-vendors.

2.3.4 Inspection & Testing at Works Internal as well as third party certifications.

2.3.5 Documentation and obtaining statutory approvals from the country of origin and in India.

2.3.6 Packing, Forwarding and Transportation up to Job Site/ CUGL warehouse (Kanpur, Bareilly, and Jhansi).

2.3.7 Testing and commissioning, of each Car and Car cum Bus Dispenser, individually.

2.3.8 Comprehensive annual maintenance of Car and Car cum Bus dispensers.

EXCLUSION Civil Foundation & Trenches for pipes / Tubes.

## 2.4 INSTRUCTIONS TO VENDOR

2.4.1 The Vendor shall carry out modification required by the statutory bodies either during the approval or during inspection of the installation. All expenses shall be borne by the vendor. Unless the above formalities are cleared, supply part shall be deemed incomplete.

2.4.2 Any work, which is considered to be unsatisfactory and of poor workmanship shall be rectified by the vendor without any extra cost and time implications.

2.4.3 The approval from concerned Govt. Bodies in respect of complete installation of a CNG Dispensing Station shall be obtained by the CUGL. Necessary Information/ Data as may be required by Govt. bodies shall be furnished by vendor to facilitate Central UP GAS LTD in obtaining approval without any cost implication to the owner.

- 2.4.4 The bidder shall provide necessary manpower, tools & tackle, transport, communication, cranes, scaffolding etc. required for simultaneous working at any site or more than one site to suit overall erection program within the scheduled time.
- 2.4.5 All safety and warnings notices, barriers, padlocks etc required during installation testing and commissioning for the safety of all site personnel and equipment shall also be provided by the bidder.
- 2.4.6 The bidder shall provide civil foundation drawing and Base frame within 4 weeks of placement of order.
- 2.4.7 The Bidder shall not vary the scope of work as detailed in tender and approved drawings without written permission of owner.
- 2.4.8 Loading, unloading, transportation to CUGL warehouse/site are in the bidder's scope. Receipt and storage maintenance by CUGL including watch and ward of material. Supervision of installation and erection of dispensers shall be in the bidder's scope.

## 2.5 PROJECT DETAILS & GUIDELINE FOR EQUIPMENT:

### 2.5.1 Feed Gas Specification

#### 2.5.1.1 Gas Composition

The expected gas composition of the feed gas to the CNG dispenser is given below. The CNG Equipment shall be designed to meet the changes in the gas compositions from gas fields, India.

S. No.	Component	% Mole
1	Methane	90.5 – 92.5
2	Ethane	4.0 – 5.6
3	Propane	0.3 – 0.8
4	C6+	0.01 – 0.21
5	Nitrogen	0.1 – 0.2
6	Carbon Dioxide	3.5 – 4.2
	Total	100

#### Gas Delivery Parameter

1	The inlet gas pressure to the CNG dispenser is as follows	Maximum 255 bar (g)
2	Gas Delivery Temperature	Maximum 70oC Dependent on ambient temperature

### 2.5.2 CLIMATIC CONDITIONS

Maximum Wind Velocity: 160 Km/Hr  
 Minimum ambient temperature: 4.7 °C  
 Maximum ambient temperature: 48 °C  
 Maximum relative humidity: 94 %

All Electrical devices shall meet the requirement for the area classification specified in tender. Tubing & other devices shall be so arranged that there is proper access for operation & maintenance. All the dispensers shall be suitable for Outdoor installation without roof/shed.

### 2.5.3 Utility Specification

### Electric Power Supply

230 Volt $\pm$  25%, Single phase, 50 Hz  $\pm$  3% AC  
Air at 10 kg/cm<sup>2</sup> (g) Pressure at battery limit.

Note: Vendor shall confirm that supplied dispensers are suitable with the above power supply and indicate the maximum and minimum tolerable values of voltage for accurate metering and safe operation of dispenser. Vendor has to provide AC/DC convertor.

- 2.5.4 Electro valves/Pneumatic Control Air actuated/Solenoid Actuated valves shall be used for mechanical/ pneumatic actuation of valves & tap off for the same shall be taken from the upstream of the mass flow meter

### 2.5.5 Operations & Control Philosophy

The CNG dispensing facilities shall be designed with minimum operator intervention. Routine maintenance work will be carried out during normal working hours and outside the scheduled refueling activities. The control system will be fully automated, only requiring manual intervention for connection of the hose and to initiate the filling operations. The dispensing facilities shall be designed to operate for a min of 10 years or 50,000 hrs whichever comes first, without major overhaul of the CNG dispensers.

Design Philosophy: It is anticipated that the natural gas feed composition, flow rate and pressure will be fluctuating. Hence, Supplier shall design the CNG dispensing facilities with optimum degree of flexibility, reliability, and operability to accommodate the varying composition of feed gas, other unexpected contaminants, flow rate and pressure. The CNG dispensing facilities shall consist of standardized modules, which are assembled into a complete system. Each system shall be designed in packaged frame, housing the dispensing system. The design life of the CNG dispensing facilities shall be 20 years as minimum.

### Applicable Standards and Codes

The design, construction, manufacture, supply, testing and other general requirements of the dispenser equipment shall be strictly in accordance with the data sheets, applicable codes, and shall comply fully with relevant National & International standards, Indian Electricity Act, Indian Electricity Rules, regulations of Insurance Association of India and Factories Act while carrying out work as per this specification.

The Vendor without any additional cost and delivery implications shall carry out any modification suggested by the statutory bodies either during drawing approval or during inspection, if any. The following codes and standards (versions/ revisions valid on the date of order) are referenced to & made part of specification:

1. NFPA 52 Standards for CNG vehicular fuel systems
2. NGV 4.1/ AGA 2-92 Requirements for CNG Dispensing Equipment for vehicles
3. NGV 4.2/ AGA 1-93 Requirement for Hoses for NGVs and fuel dispensers
4. ANSI / NGV1 Compressed Natural Gas Fuelling Connection Devices: Standard for fuelling nozzles receptacles.
5. NGV4 / AGA Requirements for Breakaway devices for CNG vehicle Fuelling dispensers and fuelling hoses.
6. IS 5572 Classification of hazardous areas (other than mines) for electrical installations.
7. IS 5571 Guide for selection of electrical equipments for hazardous area
8. OISD 179 Safety requirements for compression, storage, handling and refueling of CNG for use in automotive sector.
9. OISD 113 Classification of areas for electrical installations at hydrocarbon processing and handling facilities

10. NFPA-52: 1992, ANSI, ASTM, NEC, NEMA, ASNZ, OIML, Indian Electricity Rules, Indian Explosives Act. , Australian / New Zealand Refueling Standard. AG901 / NZS 5425

11. OIML TC8/SC7 Recommendation with regards to CNG dispensers, December 2000.

12. The Standards of Weights and Measures Act 1976.

13. The Standards of Weights and Measures (Enforcement) Act, 1985.

14. The Consumer Protection Act, 1986.

15. Documentation and approvals from Weight & Measurement (INDIA) and CCOE and / or other statutory body in India. Type approval ID for dispenser package from W&M (India) to be provided.

Any other Codes & Standards mentioned elsewhere in this Technical Specification/M.R. or which are required to be complied with as per the prevailing Government of India regulations shall also be followed.

#### Precedence

In case of any conflict between Job Specification & other documents, the following order of precedence shall apply:

- Data sheets.
- Technical Specifications.
- Indian Standards/Codes as applicable
- International Standards/Codes as applicable.

### 3.0 SCOPE OF SUPPLY FOR CAR and CAR CUM BUS DISPENSERS

3.1 The Dispensers shall be completed with all required auxiliary equipment for efficient & safe operation as a whole. Vendor shall be responsible for furnishing all electrical, instrumentation, inter connecting Piping & Safety Items as required to make the Dispensers complete and functional.

3.2 Supply of CNG CAR Dispensers, double arm type(1 NZS nozzle & 1 NGV Nozzle- OPW/Parker/WEH/Staubli make with receptacle and adopter) having min. flow capacity > 15 kg/min at 250 bar inlet under discharge to atmospheric condition. Car Dispenser shall be as per the specification defined in this documents.

Supply of CNG CAR cum BUS Dispensers, dual arm type(1 NGV Bus Nozzle-OPW/WEH make and 1 NGV car nozzle-OPW/WEH/Parker/Staubli make with receptacle and adopter) having min. flow capacity > 15 kg/min for car arm and >75 kg/min for bus arm at 250 bar inlet under discharge to atmospheric condition. Car cum Bus Dispenser shall be as per the specification define in this documents.

3.3 Standard Coriolis based Mass flow Meter (Emerson-Micromotion or Endress Hauser) shall be selected and Calibration must have traceability to international standard.

3.4 Any other items required for safe and accurate operation of Dispenser shall be included by the supplier even the same is not specifically mentioned in this document.

3.5 To commence refueling of CNG vehicles, the drivers / operators need to unhook the filling Probe connector from the dispenser and hook-up to the inlet of the CNG vehicles. Thereafter, the refueling shall commence upon activation through manual reset switch. The dispenser will automatically stop the refueling process at 200 bar (g) and all such refueling transaction data shall be stored and subsequently downloaded into a computer.

3.6 Deleted

3.7 Any spare required during commissioning shall be in the scope of vendor.

- 3.8 Supply of complete O&M manual (along with instruments datasheet & schedule, bill of materials, instrument hook-up diagram, electrical wiring diagram, control logic algorithm & flowchart and certificates & user guide of bought out items) for each dispenser for easy operation & troubleshooting.
- 3.9 Supply of application program of mother board (all software program shall be provided by bidder & no extra cost will be paid for this), ladder logic, list of error codes with description for programming the dispenser parameters.
- 3.10 Supply of drawings & documents as per Drawing & documents Schedule.
- 3.11 Supply of Instrumentation & Electrical items required as per Specification. All cable shall be supplied with double compression type of cable glands tested & certified to be used in hazardous area classified as Zone-I. All trays, Ex. Proof JB and accessories also to be supplied and erected as per requirements.
- 3.12 The supplier shall give (free of cost) On-Site Training/training at works to CUGL personnel for Three days.
- 3.13 01 unit only of MFM's OEM (E&H/Emerson-Micromotion) standard calibration software shall be supplied along with dispensers ( software program shall be provided by bidder & no extra cost will be paid for this)
- 3.14 01 no. actuator valve to be provided after mass flow meter. Valve shall close under error conditions of MFM/Dispenser preventing any unmetered gas to pass through the meter.
- 3.15 Dispensers shall have facility to remotely change the CNG rates and collection of daily CNG sale totalizer readings. Dispenser shall be equipped with RS232/RS485 communication protocol with seamless data communication with RTU. Required software and hardware along with cabling and other (if required) arrangement to solve the purpose is in the scope of bidder. Dispenser Data is required to be transmitted in Integer/Float format from dispenser to CUGL's Automation System. If Dispenser output is in any other format, necessary conversion to integer/float is in scope of bidder.
- 3.16 Commissioning shall be deemed completed after verification of functional test and validation of automation function.

#### 4.0 **TECHNICAL SPECIFICATIONS OF MAJOR ITEMS FOR CAR and CAR cum BUS DISPENSERS**

The specifications described herewith are intended to give vendor the technical & operating conditions, the Dispenser must fulfill. These are to be referred to along with relevant description including in earlier sections.

A) Each dispenser shall adhere to following specifications:

- 4.1 It should be fast fill electronically controlled operation type and display the following key information on the dispenser with - Intrinsic Safe backlighting or LED display for night viewing showing:
  - Quantities of gas dispensed in kg (6 digits including 2 decimal points i.e., 0000.00)
  - Unit cost of gas dispensed in Rupees, Rs/kg (6 digits including 2 decimal points i.e., 0000.00)
  - Complete transaction value in Rs (6 digits including 2 decimal points i.e., 0000.00)
  - There should be 2 displays, one on each side of the dispenser.
  - 1 set of numeric Display along with a Keypad shall be visible in Day/Night and shall not less than 4" for bus arm of dispensers.
  - 2 set of numeric Display along with a Keypad shall be visible in Day/Night and shall not less than 4" for car arm of dispensers.
  - Displays must remains active for at least 15 minutes after power failure
  - Provision for adjusting the intensity of the digits in decimal points
  - Easy-to-read backlit displays for maximum visibility -Power conditioning and protection.
  - Internal power back (battery) up arrangement shall be provided for electronic parts of dispensers.

- 4.2 Non-reset-table and non-volatile totalizers' upto 999999.99 for total CNG sold in kg with an independent battery backup. Since these dispensers are used for custody transfer purpose, the totalizers shall not reset in any eventuality not even in case of electronic failure. The vendor shall provide suitable arrangement outside the flameproof electronic box (on the dispenser's body) for reading the dispenser totalizers.
- 4.3 Physical design shall be of stainless steel body with doors/ panels to minimize corrosion and on- going wear and tear. The dispenser shall have tamper-proof locking arrangement of the flow meter-transmitter configuration as per requisite of W&M for any custody meter used for Public. The cabinet shall be suitably designed to accommodate all valves, fitting flow meter and all required electronic equipment.
- 4.4 Dispenser shall be supplied with front/side mounted nozzle fitted with lockable holder and safety lever / latch to firmly hold the nozzle when not in use.
- 4.5 Each dispenser side shall be equipped with authorization / on-off switch and 4 inches dial pressure gauge (0-400 bar) c/w red sectors. Vendor shall provide a bypass isolation valve (2 Valve Manifold) with associated tubing to facilitate routine servicing calibration of pressure gauges without shutdown of the dispenser. Display shall be visible 24 hours of the day.
- 4.6 Each dispensers unit shall have 2 flexible electrically conductive connector fill/vent hoses (Only Parker/Synflex/Swagelok/Polyhose make hoses will be acceptable), CSA approved. Test certificates of hoses to be provided by vendor. Vendor shall also include supply of Breakaway couplings in fill and vent both the hoses. Break away couplings of OPW/ Staubli /Parker make will only be acceptable. Hose shall be of 3/8" ID for Car arm of dispenser and 1/2" ID for Bus arm of dispenser. Both the fill and vent hoses shall be properly connected to dispenser through fittings and these shall hanging openly. Hoses shall be equipped with vinyl guards to prevent any damage during operational wear & tear.
- 4.7 One no. Manual Shut-off valve (Outer side of dispenser) for each fill hose has to be considered on the dispenser.
- 4.8 Interconnecting 3/4" tubing /piping, fittings, high flow valves as required shall be provided for NGV type nozzles for bus arm of dispensers and Interconnecting 1/2" tubing /piping, fittings, high flow valves as required shall be provided for NGV type nozzles for car arm of dispensers. Car & Bus Nozzles shall be of OPW/WEH/Parker/Staubli make only.
- 4.9 Overfill protection shall be through electronically programmed hose to terminate the fill after fill pressure reaches 200 bar (g). Vendor shall include 2 nos of pressure transmitter out of which the Primary sensing Pressure Transmitter shall be SIL Certified, a pressure transducer of suitable range for sensing of pressure. Pressure relief valve shall be provided to avoid overfilling in case of failure of control system in both the dispensing arms.
- 4.10 Vendor to provide means of temperature compensation the final limit fill pressure to 200 bar (g) equivalent at 15 degree C, if ambient temperature is below 15 degree C. There shall be an option of activating and deactivating Temperature Compensation in the filling Logic and the same shall be password protected.
- 4.11 Built-in coalescing filter with differential pressure gauge at inlet of each bank and carried over oil at the inlet with manual drain valve with locking arrangement. Drain valve shall be provided outside the dispenser for easy draining Vendor to provide suitable arrangement to collect the drained oil outside the dispenser by necessary tubing. Oil content shall be <5 ppm in the filtered gas. Drain valve shall be outside the dispenser.
- 4.12 Easy to read lighted display - explosion proof backlighting (Intrinsic Safe Backlighting) or LED.
- 4.13 Separate non-resettable straight forward reading totalizers. Totalizers will be only at dispenser. (The totalizers shall be displayed on the Alpha Numeric Display at the press of a single button on the Keypad).
- 4.14 The components of the flexible hoses are to be factory tested after assembly and before use to at least 5,000 psig. Copies of test certificates shall be provided together before the delivery of the dispenser unit.
- 4.15 Connection for the flexible hose shall be designed with a burst pressure of at least four times the most severe pressure and temperature conditions expected.



- 4.16 ESD button to be mounted on both side of the dispenser front panel and shall be easily accessible during emergencies.
- 4.17 Isolation valves complete with venting line valve and end plug shall be installed on the inlet steel tube of the dispenser. The valve shall be located immediately before the dispenser and shall be accessible to the maintenance personnel.
- 4.18 Refueling procedure / instruction complete with diagram or icons type figures shall be installed on each side of refueling hoses for each dispenser unit.
- 4.19 Electrical equipments and instrumentations wiring shall be approved to meet the hazardous area classification Class-I, Division I, Group D as per NEC or Zone I, Group II A/ IIB as per IS/ IEC, certification required on all components.
- 4.20 Filling of vehicle from the dispenser shall follow three bank sequencing system for Car and Car cum Bus dispensers.
- 4.21 Dispenser shall be automatically and immediately shut off CNG supply to each fill hose individually in case of: i. Power failure ii. Failure of metering iii. Failure of Totalizers iv. Overfill. v. Failure of pressure transducer. vi. Bursting of the Hose vii. Snapping off the filling Hose when the Break Away Mechanism comes in to effect
- 4.22 Vendor shall indicate overall CV of dispenser from inlet of the dispenser up to outlet probe including mass flow meter, interconnecting tubing, valves, hoses, nozzles etc.,
- 4.23 The dispenser shall be shipped in fully wired and assembled condition. Only gas supply and power supply connection shall be made on site.
- 4.24 Vendor shall include in his scope provision of base frame to be embedded in the foundation. Bidder shall supply base frames in separate packing.
- 4.25 Vendor shall provide facility required for calibration and fault finding diagnostics of mass flow meter and configuration of data in the electronic control unit.
- 4.26 Dispenser end connections shall be 3/4" & 1/2 " tube respectively and fitted with 3/4" & 1/2" union with nut and front and back ferrule respectively. One set of valve to be provided immediately before the dispenser at the inlet of the piping
- 4.27 All the vents (eg. Actuator, PSV, fill hose) shall be taken out from top of the dispenser in a single header.
- 4.28 The dispensers shall be designed to handle min flow rate of > 15 kg/min for car arm & >75 kg/min for bus arm under discharge to atmospheric condition. The dispensers shall be suitable for a turn down of not less than 50:1 on flow
- 4.29 The normal operating pressure of CNG at dispenser inlet shall be 255Kg/cm<sup>2</sup> (g). However, supply from dispense to the dispensers shall get positively cut off at outlet pressure of 200 Kg/ cm<sup>2</sup> (g) to ensure the safety of the vehicle.
- 4.30 Once the particular-cycle of filling has been completely stopped (on achieving the maximum fill pressure and/or minimum flow rate) then next filling can be started only after initialization.
- 4.31 The normal operating temperature of wetted parts of dispenser shall be (-) 1°C to 60°C.
- 4.32 Designing of the dispensers shall take into account severity of service. The dispensers shall be designed in such a way as to operate in cyclic (start, fill, stop, start.) round the clock basis with about 1-10 seconds interval between stop and start modes. The dispenser also to work satisfactorily when the time between stop and start is indefinitely high, e.g. during full time or when the dispenser is commissioned after it was decommissioned for prolonged period or in storage after initial commissioning. For this purpose if any specific storage facility is required, the same to be indicated by the bidder.

- 4.33 Any other item required for safe and accurate operation of Dispenser.
- 4.34 Supply of application program, ladder logic, suitable connector for laptop for uploading/change the program and list of error codes with descriptions for programming the dispenser parameter.
- 4.35 Dispenser equipment such as pressure gauges, authorization switch, emergency shut-off valve, filling nozzle, ESD button shall be provided with labelling / tagging
- 4.36 Cabinet
- 4.36.1 Complete cabinet shall be of Stainless Steel (SS-304) and shall have tamper proof locking arrangement. Cabinet wall thickness shall be min 1.0 mm. Cabinet shall be sized to accommodate all electrical, electronic and mechanical components for metering and display within the cabinet. Cabinet shall be designed to protect all tubing, pressure gauges, valves, fittings, electrical & electronics item from tampering, rain, dust, vermin etc. Dispenser cabinet shall be provided with adequate size bottom opening for the entry of gas supply line/lines and power supply connections. Adequate ventilation shall be provided so that there is natural convection current and cooling takes place inside. Cabinet shall be structurally robust and shall not resonate at the frequencies emanated during normal flow or during choked flow through the nozzles, breakaway coupling or valves etc.
- 4.36.2 Appropriately plugged drain valves of the filter outside the dispenser housing with suitable arrangement to collect the drained oil to facilitate the operator to drain the oil on regular basis without requiring opening the lock of the dispenser cabinet. The layout of tubing and other component shall be such that it gives unhindered access to all parts and maintenance becomes easy.
- 4.36.3 Central UP GAS Logo and name shall be displayed on both sides of dispensers, which shall be made available to the vendor, on stainless steel panel with an appropriate coloured background or alternatively, vendor shall provide self-adhesive PE film sheet with Central UP GAS Logo and name. The colours, Logo size and name size shall be informed to successful bidder during detailed engineering. Sample design to be submitted by the vendor for prior approval from CUGL.
- 4.36.4 The dispensers shall be shipped in fully wired and assembled condition. Only gas, supply and power supply connection shall be made at Site.
- 4.36.5 Wherever provided, Hi Mast shall be of appropriate height and shall allow free movement of flexible hose, prevent strain on the fill hose connection and avoid touching of ground.
- 4.36.6 Dispenser shall have name plate by mentioning the following information:
- a) Sl. no. of dispenser.
  - b) Make of dispenser.
  - c) Qmin/Qmax.
  - d) Type approval ID (W&M).
  - e) Model approval ID (CCOE).
  - f) Year of manufacturing.
  - g) Max. filling pressure.
- 4.36.7 List of mandatory spares for 1 dispenser for 1 year along with part no/specification shall be provided along with the bid.
- 4.37 Fill Hose & Fill Nozzle

#### **CAR and CAR cum BUS DISPENSER**

##### **CAR ARM:**

- a. Electrically conductive fill/vent hose (Fill: 3/8" ID, Red Colour, Vent: 1/4" ID, Black colour) (fill & Vent) meeting the requirement of NFPA-52 and NGV 4.2.

Hose length: 4 meter-from nozzle to Break away coupling and 0.5 meter from break away coupling to dispenser fitting.

- b. The nozzle in the filling Hose in the CAR arm of dispenser dispensers should be as per the following table:

NGV 4.2 fill nozzle having NZS adapter and receptacle assembly (OPW/Staubli/WEH/Parker make only)	
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- c. Vendor shall include Breakaway couplings (OPW, Staubli, WEH/Parker make only in both fill and vent hoses), suitable for NGV industry, in the hose as complete dispensing Arm. Vendor shall demonstrate the function of breakaway coupling during performance test. No quick relax coupling will be acceptable.

#### **BUS ARM:**

- a. Electrically conducive fill/vent hose (Fill: 1/2" ID, Red Colour, Vent: 1/4" ID, Black colour) (fill & Vent) meeting the requirement of NFPA-52 and NGV 4.2.

Hose length: 4 meter-from nozzle to Break away coupling and 0.5 meter from break away coupling to dispenser fitting.

- b. The nozzle in the filling Hose in the Bus arm of dispenser should be as per the following table:

NGV BUS Nozzle (OPW/WEH/STAUBLI/Parker make only)	
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- c. Vendor shall include Breakaway couplings (OPW/Staubli/Parker/WEH make only in both fill and vent hoses), suitable for NGV industry, in the hose as complete dispensing Arm. Vendor shall demonstrate the function of breakaway coupling during performance test. **No quick relax coupling will be acceptable.**

4.38 One number of holster/cradle for fill nozzles along with weather caps for the protection of nozzles.

4.39 Vendor has to supply the dispensers with pneumatic operated full-bore bubble tight ball valve made of SS for ON-OFF control of flow. Vendor to ensure the system design in such a way that any gas if passes, shall be recorded by mass flow meter & there shall not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves.

Linkage with ball valve shall be tamper proof by providing a sealed sleeve so that ball valve stem is not accessible from outside easily. Also, the actuator cannot be mechanically rotated from outside even though position indicator shall be provided on its body. The combination of SOV, pneumatic actuator and Ball valve shall constitute power fail-safe valve. The whole system has to be very fast acting and response time fraction of second so that if the flow were terminated at any point of dispensing, the slippage shall be always within the accuracy limit. The Solenoid Valves shall have Intrinsic Safe Coil. No electro valves shall be accepted.

4.40 The dispenser should have mechanical counter for recording cumulative Gas dispensed in Kg. The maximum reading of mechanical counter should be compatible to that of mass flow meter. Mechanical counter reading should be visible from outside, without opening the dispenser cover. The same shall be synchronized with electronic totalizer.

B) Mass Flow Meter (Only Coriolis based Emerson:micromotion CNG 50 or E&H CNG Mass flow meter will be accepted)

Mass flow meter with integral display unit shall be provided to ensure high accuracy and direct mass flow measurement approved for custody transfer metering of CNG at each of the refueling hose. The microprocessor based control system shall be provided to sense, monitor and control complete filling operations on a continuous, uninterrupted basis. The integral display unit shall be mounted in side the dispenser body. There shall not be any difference in reading between this integral display unit and non resettable display in the Electronic control unit.

Mass flow meter shall be designed for custody transfer metering of CNG and meet the following requirements:

- ☐ Batch Accuracy  $\pm 0.2\%$  to  $0.5\%$  of Measured Value
- ☐ Repeatability  $\pm 0.25\%$  of Measured Value
- ☐ Enclosure - IP65
- ☐ Pressure influence - Nil
- ☐ Surge and frequency - Shall be in compliance with ANSI/IEEE(EFT) transient effect c 62.41v (1991)
  
- ☐ EMI effect on sensor and - To the requirement of EMC direct 89/336/
- ☐ Transmitter EEC , EN 50081-1(jan'94)
- ☐ Vibration effect - As per SAMA PM31.1-1980 condition2.
- ☐ Mass flow meter model shall have Indian W&M certification.
- ☐ Custody transfer certificate testing must be accordance with OIML.
- ☐ The offered model must have CCOE approval
- ☐ The offered model shall have digital protection like HART OR MODBUS

The flow meter shall be provided with a liquid crystal display (LCD) for ongoing flow monitoring and totalizers..

C) Automatic Refueling Data Recorder:

The dispenser shall have an automatic refueling data recorder unit for the each independent refueling line. The dispenser system shall be capable of storing up to 1,250 refueling transactions data and such data shall be downloaded frequently into another portable computer with compatible Microsoft and Linux software ( Software for 04 cities for downloading the data to be provided by Supplier together with the license,) to store the transactions data. This information can either be down loaded as a report from a POS system.

D) PIPE WORK, VALVES AND FITTINGS

Pipe work shall be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.

All high-pressure tubing work shall be of 1/2", 3/4" & 1" OD SS fully annealed (Bright annealed) seamless conforming to ASTM A269 TP 316L. The piping/tubing shall be of make ( Sandvik/Swagelok, Tubacex/ Ratnamani), 3- way SS valves shall be of make ( Parker/Swagelok/SSP only) & 2-way SS valve shall be of Parker/Swagelok/SSP/DK-LOK/HY-LOK) and fittings shall be of Parker/Sandvik/SSP/DK-LOK/HY-LOK/Swagelok make only. The system shall be "go-no-go" gaugeable to demonstrate that fittings are properly tightened. Wherever possible valves and control devices shall incorporate the same end connector system. The Supplier shall ensure that personnel assembling the pipe work shall be competent in the system employed. The preferred valve types for isolation are % turn ball valves. Such valves have similar material to the tube they are attached to. Ball valves must be of good quality and be appropriately selected frequency of use. Ball seats must be suitable for natural gas operation of the gas composition indicated. Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.

## E) ELECTRICAL SPECIFICATION

It is not intended to cover all aspects of design but to indicate the basic requirements only. Vendor shall ensure that the design and installation on the skid is carried out as per good engineering practice to meet the requirements of safety, reliability, ease of maintenance and operation, aesthetics and interchangeability of equipment.

### CODES AND STANDARDS

- ☐ All electrical equipment and complete package shall meet the requirement of relevant publications and Codes of Practice of Bureau of Indian Standards, statutory regulations and good engineering practices. Complete system must conform to the latest revisions of the following:
- ☐ Indian Electricity Act and Rules framed there under.
- a. Fire Insurance Regulations.
- b. Petroleum Rules and any other regulations laid down by Chief Controller of Explosives.
- c. Regulations laid down by local statutory authorities and Electrical Inspectorate.
- ☐ Vendor shall provide all assistance required for obtaining approvals from statutory authorities for materials, plant design/drawings and complete installation.
- ☐ Where Indian Standards do not exist, the relevant IEC/British/ German (VDE) standards shall apply. Any Other international standard may also be followed provided it is equivalent to or more stringent than the standards specified above.
- ☐ In case of any discrepancy/conflict between the specified codes and standards, the order of decreasing precedence shall govern.
- ☐ Wiring:-All the Non Safe Wiring between the Ex'd' boxes shall be armoured wiring. The wiring between the IS Connections shall be Blue in Color

### AREA CLASSIFICATION AND EQUIPMENT SELECTION

- ☐ In case of storage, handling or processing of flammable materials within the battery limits of the package, area classification shall be carried out in line with IS: 5572 & Petroleum Rules and OISD-179 guidelines where applicable.
- ☐ Selection of the type of equipment for use in hazardous areas shall be done in accordance with IS: 5571 and other safety regulations as applicable. The electrical equipment shall meet the requirements of relevant IS, IEC or NEC standards. Increased safety type Ex 'e' equipment shall not be permitted for use in Zone-1 areas. For Zone-2 areas, increased safety type Ex 'e' or non-sparking Type Ex 'n' equipment shall be provided as a minimum, subject to the same being acceptable to statutory authorities. Ordinary safe area type electrical equipment shall not be used in Zone-2 areas (even though this may be permitted by NEC for Div.2 areas).
- ☐ Electrical equipment for hazardous areas shall be certified by CMRI and approved by CCOE (or equivalent statutory authority of the country of origin) for installation and use in the specified hazardous area. Flameproof equipment of indigenous origin shall be BIS marked. Vendor shall furnish the necessary certificates indicating such approvals.
- ☐ All the electrical and electronic component shall be in flame/explosion proof housing suitable for area classification: Hazardous area, Class 1, Division 1, Group D as per NEC or Class 1, Zone 1, Group IIA/IIB as per IS/IEC, Temperature Class T3, and completely enclosed in a securely lockable dispenser cabinet. No component of the dispenser shall be installed outside the cabinet. Certificate from recognized agency to the effect is required to be produced that equipment supplied and/or installed conforms to above area classification.

### EQUIPMENT SPECIFICATIONS

- ☐ All equipment shall be complete with all necessary weather protection including tropicalization to prevent damage due to climate, dust and corrosive vapours. The enclosure protection of all equipments shall be IP: 55 as per IEC specifications.

- All packages shall be clearly, legibly and durably marked with uniform block letters giving the relevant equipment material details. Each package shall contain a packing list in a waterproof envelope.

- ☐ All electrical components and equipment shall be sized to suit the maximum load under the most severe operating conditions.
  - ☐ All electrical equipments shall be supplied with double-compression cable glands, made of nickel-plated brass, tested and certified to be used in zone-1, hazardous area.
  - ☐ We have envisaged solid earthing for the system. However, if specific earthing is required for the system -electronics, the same to be highlighted by bidder; otherwise system earthing including making of earth-pits etc. shall be provided by the successful bidder.
- f) Dispenser shall have compatibility with RS485 communication protocol with scada to remotely change the CNG rates and collection of dispenser sale totalizer readings at control room or CUGL Office. All required software, hardware, cabling and other arrangement (if required) to solve the above purpose in in the scope of bidder.

## 5.0 HAZARDOUS AREA

- ☐ The Supplier shall specify the hazardous area in accordance with the IS 5572 / relevant Standard of country of origin.
- ☐ All electrical equipment cabling and earthing shall be appropriate for the zone in which it is fitted, and all cables passing from the hazardous to safe area shall be equipped with appropriate barriers where necessary.
- ☐ All Instruments shall be suitable for an area classification of "Class 1, Group D, Division 1 as per NEC" OR "Zone 1, Group IIA /IIB as per IS/ IEC"
- ☐ All dispenser mounted transmitters & temperature element and Solenoid Valves shall be intrinsic safe Ex 'ia' as per IEC 60079-11 and solenoid valves, switches and related junction boxes shall be flame proof Ex'd' as per IEC 60079-1. Other special equipment's/instruments, where intrinsic safety is not feasible or available, shall be flame proof as per IEC 60079-1.
- ☐ A complete dossier of all electrical equipment will be provided, showing area classification and certification of equipment.

## 6.0 INSPECTION AND TESTING

- 6.1 All the dispensers shall be subjected stage wise inspection by TPI as per approved QAP. Pre- dispatch inspection from TPI shall be arrange by the CUGL and expanses will be borne by the CUGL.
- 6.2 The following activities shall be covered under inspection:
- a) Review of Q.A. documents.
  - b) Review of calibration certificates for flow meter, dispenser, pressure transmitters, pressure gauges and all instruments.
  - c) Review of all statutory certificates including W &M.
  - d) Review of area classification compatibility of all items including bought out items.
  - e) Review of Mill Test reports. f) Review of NDT reports.
  - g) Review of bought out sub-assemblies/major components, test/inspection certificates.
  - h) Dimensional checks as per approved drawings and data sheets.
- 6.3 Functional Test
- All the dispensers shall be tested to demonstrate the functioning of all the components and controls.
- 6.4 Performance Test
- All the dispensers shall be performance tested for flow capacity, measuring accuracy and dispenser

functioning with CNG or Nitrogen. CNG or Nitrogen shall be arranged by vendor. Dispenser's automation shall be verified at the time of performance test

- 6.5 During the shop test of dispenser, in case the dispenser flows capacity from inlet of dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.
- 6.6 During the shop testing if the dispenser batch accuracy is found beyond  $\pm 1.0\%$  dispenser shall stand rejected.

#### 7.0 CALIBRATIONS AND THIRD PARTY CERTIFICATION

All mass flow meter, instrument gauges, etc shall be calibrated and calibration certificates shall be presented during factory acceptance test. Documentation and obtaining statutory approvals from the country of origin is in Bidders scope. The offer dispenser must be approved and certified by statutory authority, Weights and Measures or the other statutory authorities of the Country of Origin.

#### 8.0 DISPENSER PERFORMANCE

The vendor shall guarantee the satisfactory performance of each dispensers as per the operating parameters indicated in data sheets. The dispensers shall be performance tested after installation at site by vendor. Vendor shall carry out tests as required. Guaranteed performance for Dispensers shall be as follows:

1. Capacity of the dispensers shall be  $\Rightarrow 15$  kg/min for car arm &  $\Rightarrow 75$  kg/min for bus arm under atmospheric discharge at inlet pressure of 250 bar (g) with design case gas composition, temperature of 150 oC with no negative tolerance for errors in instruments and measurements.
2. Overall Dispensers Batch Accuracy of  $\pm 1.0\%$  or better of the quantity filled In case above guaranteed parameters are not achieved at site, vendor shall carryout necessary rectification/modification to achieve the guaranteed parameters, without cost & time implication to the purchaser

After Commissioning at Site:

All the dispensers shall be tested by vendor for their function & performance in presence of CUGL/PMC/QMSA. Any part or component, which is not functioning to the satisfaction of CUGL, shall be repaired or replaced by the vendor without cost & time implication to purchaser and performance test again carried out. Vendor to execute performance test of all the dispensers after commissioning for accuracy and repeatability and safety parameters. Vendor to make all arrangements for carrying out performance test viz. Std. Mass Flow Meter, Laptop etc. Vendor shall carry out tests as required by Govt. statutory agencies and SOP for performance test to be prepared and same needs to be reviewed and approved by CUGL/PMC.

#### 9.0 TRAINING REQUIREMENTS

The training program shall be phased to suit the construction program such that the Company's personnel are fully conversant with all aspects of the operations and maintenance of the overall system including all aspects of operations, including operation, maintenance CNG, of the overall system. Commissioning will not be deemed to have completed and formal acceptance will not be granted until training has been completed to the satisfaction of CUGL.

#### 10.0 WARRANTY SERVICING AND SPARE PARTS

The supplier's shall provide a warranty period of 12 months from the date of final acceptance of the equipment on installation & commissioning at site OR 24 months from the date of last shipment of equipment, whichever expires first.

#### 11.0 TECHNICAL SUPPORT

The bidder should have adequate service backup facility in the city of installation. The bidder should be able to respond customer complains within 4 hrs of lodging of complain.



## 12.0 DATA AND DRAWING DETAIL

### A) Document with Technical bid:

1. P & Id
2. General arrangement drawing of the dispenser giving overall dimensions and erection / shipping weight of both dispensers
3. Filled in technical data sheet of both Dispensers.
4. List of commissioning spares per dispenser.

### B) Post order within 4 weeks from date of PO

1. General arrangement drawing of the dispenser giving overall dimension and erection / shipping weight.
2. Detailed foundation drawing of the dispenser for casting foundation giving load pattern etc.
3. Details of inlet gas termination including X, Y, Z co-ordinates with respect to centre of dispenser or any reference.
4. Training schedule with contents.

### C) With supply.

1. Operation and maintenance manuals - 3 sets all in original for each dispenser. The instruction manual shall describe in details the construction and recommended procedure for maintaining, operating and trouble shooting of the dispenser shall also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per dispenser. The manual shall provide detailed catalogues of all bought out items.
2. Mechanical and electrical installation drawing including interconnection and wiring diagram
3. Test certificates and catalogues of all major components like valves, mass flow meter, tubing etc.
4. Calibration certificates for all measuring and protection devices (eg. Mass flow meter, pressure transducer, pressure gauges).
5. Test records of mechanical running, performance test.
6. Complete wiring diagram of internal wiring of dispenser.
7. All Software (logic diagram) of dispensers on CD-ROM with suitable communication Protocol for communication with dispenser in order to change dispenser parameters if required.
8. Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronic items for use in hazardous area classification.
9. Certificates from W&M (INDIA) for Type approval ID and CCOE approval for various parts as well as Dispensers.

## 13.0 PACKAGING

The dispensers shall be packaged to withstand rough handling during ocean shipment and in-land journey. It shall be vendor's responsibility to make good any deterioration that occurs during shipment. Sling points shall be clearly indicated on crates.

## 14.0 COMMISSIONING OF DISPENSERS

Vendor shall carry out commissioning of Dispensers within 7 days of receipt of intimation from Central UP Gas Limited.

# 15. DATA SHEET OF MASS FLOW METERS FOR CAR and CAR CUM BUS DISPENSERS

MASS FLOW METERS (CORIOLIS TYPE)-Micro motion/E&H					
Units:-    Service:- Gas			Features/ Dimension	Pressure Rating	Temperature Rating
General	1	Tag No.			
	2	Line No.			
	3	Service			
	4	Overall CV			
Meter	5	Type/Model			
	6	Function			
	7	Conn.Size: Size & Rating			
	8	Facing & Finish			
	9	Body Material			
	10	Wetted Parts Material			
	11	Enclosure			
	12	Conduit connection			
	13	Flow Range			
	14	Batch Accuracy			
	15	Repeatability			
	16	W&M Lockout Configuration			
Converter	17	Load Resistance - ohms.			
	18	Output			
	19	Power supply			
	20	Area classification			
	21	Intrinsically safe /Expl.Proof			
	22	Enclosure			
	23	Conduit connection			
	24	Mounting			
	25	W&M Lockout Configuration			
Options	26	Filter/Mesh Wire			
	27	Mounting Brackets			
	28	Interconnecting			
	29	Special cabling			
	30	Cable glands			
	31	Accessories for hot tap			

## 16. DATA SHEET OF SOLENOID VALVE FOR CAR and CAR Cum Bus DISPENSERS

Solenoid Valves					
Units:-    Service:- Gas			Features/ Dimension	Pressure Rating	Temperature Rating
General	1	Tag No.			
	2	Line No.			
	3	Line Size & Sch.			
	4	Service			
Valve	5	No. of ways			
	6	Size - Body Port			
	7	End Connection			
	8	Material Body			
	9	Trim			
	10	Body rating			
	11	Operating mode NC/NO/Univ			
	12	Packing			
	13	Enclosure			
Electrical	14	Area Classification			
	15	Cable Entry			
	16	Type. Of Energisation Dropout			
	17	Power Supply			
	18	Power Consumption VA/W			
	19	Inrush Current			
Options	20	Insulation Class			
	21	Voltage -Energizing –Dropout			
	22	Manual reset			
	23	Latching on Ener. /De-Energ.			
	24	Bug screen for vent port			
	25	Intrinsically safe			
Service Condition	26	Fluid			
	27	Press. Open / Max.			
	28	Temperature C-Open / Max			
	29	Maximum Flow			
	30	S.G.at open Temp.Mol.Wt.			
	31	Viscosity mPa.s (CP)			
	32	Allowable press drop			
	33	Del. P Shut Off			
	34	Valve CV			
	35	Model No.			
	36	Specification Remarks			

## 18. DATA SHEET OF CAR and CAR CUM BUS DISPENSER

1	GENERAL	
2	PROJECT: CITY GAS DISTRIBUTION	
3	OWNER: M/S CENTRAL UP GAS LIMITED	
4	SERVICE: DISPENSER FOR CNG DISPENSING	
5	DISPENSER CONFIGURATION	DUAL HOSE –Fill & Vent-Two side (two arm)
6	NOTE: ■ SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER □ INFORMATION REQUIRED FROM VENDOR.	
7	□ MANUFACTURER:.....	□ MODEL NO.:.....
8	□ PLACE OF MANUFACTURE:	
9	■ No OF LINES: Three	FRAME MATERIAL: STAINLESS STEEL 304
10	POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±15%, 50 HZ ± 3%.	□ POWER CONSUMPTION:.....
11	■ INLET GAS PRESSURE: 255 bar(g)	■ FILL PRESSURE: 200 bar (g)
12	■ METERING: Emerson: Micro motion or Endress Hauser make CORRIOLIS MASS FLOW MTER WITH INTEGRAL TRINSMITTER & DISPLAY and HAVING W&M LOCKOUT CONFIGURATION AND PROVISION OF MECHANICAL COUNTER	■ FLOWRATE: Min 15kg/min for car arm and Min 75 kg/min for bus arm at 250 bar inlet and discharge at atmosphere.
13	■ TEMPERATURE RANGE: (-) 55°C to 70°C	
14	■ TUBE PRESSURE RATING 6000psi	
15	■ FILL NOZZLE TYPE: NGV NOZZLES (OPW/Parker/WEH/Staubli/ make) for both car and bus arms	■ FILL VALVE TYPE: 3-way Valve (Swagelok/Parker/SSP make only) for car & In built 3 way valve in NGV bus (OPW/Parker/WEH/Staubli) nozzle
16	■ BREAKAWAY COUPLING: FILL Line (OPW/Parker/Staubli/WEH make) : YES	■ COUPLING SIZE: 3/8" for car fill, 1/2" for bus fill
17	■ VENT RETURN COUPLING: Vent Line ((OPW/Parker/Staubli/WEH make)):YES	■ COUPLING SIZE: 1/4" for car vent, 1/4" for bus vent.
18	■ FILL/Vent HOSE TYPE: TWIN	■ FILL HOSE SIZE: 3/8" for car arm, 1/2" for bus arm
19	■ FILL/Vent HOSE LENGTH: 4.5 M (4M+0.5M) □ SPECIFIC CONDUCTIVITY OF FILL HOSE: .....	■ MAX BURST PRESSURE: FOUR TIMES THE WORKING PRESSURE
20	■ SOLENOID / PNEUMATIC VALVE: YES	■ EMERGENCY SHUTDOWN BUTTON (ESD):REQUIRED
21	■ HOSE RETRACTOR: YES	
22	■ Pressure Transmitter- Druck/Wika/Honeywell/ABB/Rosemount/Baumer/Ashroff make only Pressure regulator, Pressure safety valve, solenoid valve, cables, filter/check valve of compac make is acceptable.	
23	■ CAPTURED VENT: YES	
24	■ TEMPERATURE COMPENSATION: YES (Selectable)	
25	■ SITE / INSTALLATION DATA	
26	DATA:	
27	■ AMBIENT TEMP.(°C):	MAX - 48 °C MIN - 5 °C
28	■ RELATIVE HUMIDITY (%)	MAX: 90

29	■ ALTITUDE (M):	
30	■ EARTH QUAKE:	■ WIND VELOCITY (KM/HR): 160 (MAX)
31	■ INSTALLATION	OUTDOOR
32	■ MOUNTED ON	DISPENSER ISLAND IN THE FORECOURT
33	■ ELECTRICAL AREA HAZARD	
34	CLASS/ZONE: CLASS I ZONE I	DIVISION: I GAS GROUP: D, GROUP IIA, IIB
35	APPLICABLE CODES AND STANDARDS:	
36	■ DISPENSER APPROVALS: AS Defined in the	■ TUBING: STAINLESS STEEL 3/4" and 1/2"

	Technical Specification above				
37	☐ VALVE PRESSURE TEST:				
38	UTILITIES DATA				
39	■ Electricity: AC230 V ± 15% single phase				
40	☐ Solenoid Valves	A.C/D.C.	V	Ph	Hz
41	☐ Electronic PCBs:	A.C/D.C.	V	Ph	Hz
42	☐ Mass Flow meters	A.C/D.C.	V	Ph	Hz
43	Electrical connection (Cable gland to be provided by the vendor for 2.5mm2 x3 Cable):				
44	☐ Total Consumption				
45	Solenoid Valves:(Watts)				
46	Electronic PCBs (Watts)				
47	Mass Flow meters: (Watts)				
48	■ MATERIALS :		Pneumatic Instrument :		
49	Component Materials		(Gas Consumption)		
50	Solenoid Valve		SS/Brass		
51	Spring Loaded Regulator	SS/Brass		Nos. Transaction:	
52	Pneumatic Valve	SS		Consumption (SCM):	
53	2-way Isolation Valve		SS		
54	3-way filling valve		SS		
55	Coalescing Filter		SS / BRASS		
56	Tube 3/8"		SS		
57	Bleed Valves		SS		
58	INSPECTION AND TESTS				
59	Material Composition and Physical Properties Certificates Required For:				
60	■ Solenoid Valve	■ Spring Loaded Regulator		■ Safety Valves	
61	■ Tube	■ Hose		■ Fittings	
62	☐ Coalescing Filter.....		☐ Bleed Valve.....		
63			Required	Observe	Witness
64	■ Shop inspection	by Purchaser during manufacture	■	☐	■
	■ Functional/Tests		■	☐	■
66	■Field performance test for 4 hrs (Dispenser)		■	☐	■
67	☐ WEIGHTS				
68	☐ Overall supply (including, all components and packing crate) Kg. approx.....				
69	☐ Maximum erection weight Kg. Approx.....				
70	SCOPE OF SUPPLY				
71	■ Dispenser Assembly complete.				

72	■ Vendor Data as specified
73	<b>NOTE : Refer checklist for scope of supply</b>

## 19. VENDOR DATA REQUIREMENT FOR CAR and CAR cum BUS DISPENSERS

### 1.0 DRAWING AND DATA REQUIREMENT

1.1 The following data and information marked "X" shall be furnished by the vendor:

S. No.	Description	With Bid	After Job Award		
			For Review	For Information	Final in Book Form
1	2	3	4	5	6
1.0	GENERAL				
1.1	Installation manual			X	X
1.2	Start-up, operation & maintenance manual Showing assembly details and critical tolerances. A copy of all certified drawings & documents to be enclosed			X	X
1.3	Lubricant list with specification			X	X
1.4	Battery limit (interface) drawing/information	X	X		
1.5	Drawing list and submission schedule		X		X
1.6	Project implementation schedule, ordering and inspection schedule for long lead and major items		X		
1.7	Pre-commissioning & commissioning Procedure		X		
1.8	Performance guarantee test procedure		X		
1.9	Certificate of Weights & Measures of mass flow meter from the country of origin for offered models of Car Dispenser.	X	X		X
1.10	Dispensers unit model/mass flow meter model for dispensing specified mass flow rate	X	X		X
1.11	The "Test Certificate" for mass flow meter.	X	X		X
1.12	Weights & Measures approval of Mass Flow meter from Indian Authorities.	X	X		X
2.0	DESIGN				
2.1	Process flow diagrams (PFDs) and Piping & Instrumentation diagrams (P&IDs) of sub systems and complete system with write-up on	X	X		X

S. No.	Description	With Bid	After Job Award		
			For Review	For Information	Final in Book Form
2.2	Data sheets of Dispensers for, Mass flow meter duly filled up.	X	X		X
2.3	Performance data, vendor literature for equipment selection, performance curves with duty point marked for individual		X		X
2.4	Specification for piping material & valves.		X		X
2.5	Utility requirement		X		X
2.6	Detail of control wiring diagram, Interlock/ shutdown/ control scheme with write up on operation. Sizing Calculation for		X		X
<b>3.0</b>	<b>CONSTRUCTIONAL FEATURES</b>				
3.1	G.A. Drawing of Dispensers showing maintenance clearances required.	X	X		X
3.2	Cross section drawings of individual equipment/ skid, material & parts list.			X	X
3.3	Termination & Wiring Diagrams		X	X	X
<b>4.0</b>	<b>SPARES</b>				
4.1	List of spares as listed in the mandatory Spares table				
4.2	Drawings, documents, data as asked under Electrical & Instrumentation specifications of this Material		X		X

## 1.2 Document Distribution Schedule

- 1.2.1 Documents and drawings under column no. 3 shall be submitted with each copy of the bid.
- 1.2.2 Documents listed under column 4 are to be submitted in 3 copies
- 1.2.3 Documents listed under column 5 are to be submitted in 3 copies.
- 1.2.4 Documents listed in column 6 are to be submitted as hard bound indexed book containing the following details in four (4) copies & 1 transparencies and to be submitted within 2 weeks of release note/dispatch of materials/ equipment from vendor's works. All transparencies to be supplied in rolls (in two sets).

## 1.3 Details to be included in Final Documents Books

- 1.3.1 Manufacturing Data Book containing all test certificates of components, raw materials, stage manufacturing tests and inspections, final tests & inspection documents including welders' qualification & welding procedure qualification, repairs & reworking carried out in shops. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear noting on the certificates.
- 1.3.2 Spares details including assembly drawings, part numbers, delivery, prices and ordering information.
- 1.3.3 All design calculations carried out by the vendor.
- 1.3.4 Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.
- 1.3.5 Catalogues/leaflets of sub-vendors/suppliers of various bought out components highlighting the components actually supplied correlated to P.O.Item Numbers.
- 1.3.6 Operating and maintenance instructions including lubrication schedules with details of suppliers for procurement by OWNER for subsequent needs.
- 1.3.7 Release Note and Packing List.
- 1.3.8 Any other documents asked for in the Purchase Requisition.
- 1.3.9 All final drawings shall also be given to purchaser in digitized form on CD-ROM
- 1.3.10 compatible to AUTOCAD software
- 1.4 Special instructions for submission of Dwgs. /Documents:
  - 1.4.1 Fold all prints to 216 MM x 279 MM size & roll transparencies.
  - 1.4.2 Contractor to forward the drawings and documentation to CUGL clearly specifying purchasers Job no. & Req. No.
  - 1.4.3 The drawing/Document no. with Rev. No. is essential.
  - 1.4.4 Each Drawing/Document submitted to CUGL must be checked and signed/stamped by contractor before it is submitted to CUGL.
  - 1.4.5 Multi-sheet documents other than drawings must be submitted in their entirety in the event of a re-submission even if only a few sheets are revised.
  - 1.4.6 Final submission in bound volumes shall necessarily have a cover page giving project title, Item name, P.O.No. particulars of owner & vendor and an index giving list of drawings & documents included (with revision no.).
  - 1.4.7 All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking of review codes etc. by CUGL.



1.4.8 Review of vendor drawings by CUGL would be only to check compatibility with basic designs & concepts & shall in no way absolve the contractor/vendor of his responsibility to meet applicable codes, specifications & statutory rules/regulations.

1.4.9 Vendor shall submit within 10 days after placement of FOI, the complete list of drawings/documents with submission dates against each.

20. CHECK LIST: CAR and CAR cum BUS DISPENSER PACKAGE

Notes:

- 1) Vendor shall furnish all the equipment of Dispenser, auxiliary systems, instruments and controls and safety devices as per the enquiry document. Anything required over and above what is specified, for safe and satisfactory maintenance of the equipment package shall be included by the Vendor in his scope.
- 2) Vendor to write YES/NO against each item. Vendor is required to include complete scope, as such 'NO' is not warranted. However, in case for any of the items if vendor's reply is 'NO', vendor shall give reason for the same:
- 3) Vendor's scope of supply shall include but not limited to the following:

S. No	Description	Specified by Purchaser (YES/NO)	Included by Vendor (YES/NO)	Remarks
1.1	Frame material – STAINLESS STEEL 304	YES		
1.2	Built-in Coalescing filter unit of 3-5 microns with manual drain outside the dispenser	YES		
1.3	Certificate of Weight & Measure (India) for Mass flow meter as well as Dispensers. Type approval ID to be provided for dispensers from W&M (India).	YES		
1.4	CCOE Approval	YES		
1.5	- Electronic display (2 sets of 3 rows) for Car and CAR cum Bus Dispenser	YES		
1.6	Tamper proof locking arrangement for flow meter	YES		
1.7	Front/side mounted locking /latch for nozzle holding	YES		
1.8	Pressure dial gauge-dial/Digital 4" with c/w Red sector	YES		
1.9	Separate non-resettable straight forward totalizer	YES		
1.10	ESD button mounted on both sides	YES		
1.11	One set of isolation valves at the inlet of the piping with venting arrangement	YES		
1.12	Electrical equipment and instrumentations wiring are provided with certificate of area classifications	YES		
1.13	Dispenser automatically stop dispensing in case of: power failure, meter failure, overfill, failure of totalizers, transducer failure etc.	YES		
1.14	CUGL's Logo and name displayed on both sides of dispensers	YES		

S. No	Description	Specified by Purchaser (YES/NO)	Included by Vendor (YES/NO)	Remarks
1.15	Common venting on the top of the dispenser	YES		
1.16	Overall CV is indicated of dispenser from inlet of the dispenser upto outlet probe including mass flowmeter, interconnecting tubing, valves, hoses, nozzles e.t.c.,	YES		
1.17	Dispenser is shipped in fully wired and assembled condition only gas supply connection and power supply connection shall be made at site.	YES		
1.18	Warranty for a period of 12 months form the date of Final acceptance on Installation & commissioning at Site or 24 months from the date of last shipment ,whichever first expires..	YES		
<b>2.0</b>	<b>Spares and Tools / Tackles</b>			
2.1	All necessary spare parts to sustain the maintenance of the CNG dispenser facilities within the warranty period are supplied and stock at the supplier workshop/ warehouse located in India for immediate replacement of parts	YES		
2.2	Mandatory spares as specified in the "Mandatory Spares" (Indicate separate price for each item)	YES		
2.3	Quote for one year Normal Maintenance	Reqd.		
<b>3.0</b>	<b>Inspection and Testing</b>			
3.1	As specified on the datasheets and Technical specifications	YES		
<b>4.0</b>	<b>Vendor Data and drawings</b>			
4.1	All data & drawings are required per VDR format	YES		
<b>5.0</b>	<b>Erection, commissioning and trail runs at site of the Dispenser</b>			
5.1	Additional Items not specified by purchaser but recommended by Vendor for safe smooth and normal operation. (Vendor shall indicate separate list of such items in his proposal)	YES		
5.2	One year maintenance contract including all operating spares including consumables applicable for dispenser.	YES		
<b>6.0</b>	<b>Technical parameters to be confirmed by Vendor</b>			
6.1	Inlet pressure Kg/cm2g or [bar(g)] – 250	YES		
6.2	Fill Pressure Kg/cm2g or [bar(g)] – 200	YES		
6.3	Operating temp range (-55°C to 70°C)	YES		
6.4	Power supply (Single ph AC 230V +15%, 50Hz+3%)	YES		
6.5	a) NGV 4.2 fill nozzle having NZS adapter & receptacle assembly in car arm and NGV bus nozzle in another bus arm (Nozzles shall have OPW/Parker/WEH/Staubli/Compac make)	YES		
6.6	Flexible fill & vent Hose(twin type)-Parker/Synflex/Polyhose/Swagelok	YES		

S. No	Description	Specified by Purchaser (YES/NO)	Included by Vendor (YES/NO)	Remarks
6.7	Flexi-Hose rating- 5000psi, Length - 4.5 meters (4 M +0.5 M)	YES		
6.8	Sequential filling - Three bank	YES		
6.9	Temp compensation - 200bar (g) equivalent at 15°C	YES		
6.10	Fill/vent both hoses shall have break away couplings. Break away coupling fill and vent- Compatible to fill and vent hose (OPW/Parker/staubli make). Quick relax coupling or any other arrangement will not acceptable.	YES		
6.11	Principle of Metering-Coriolis (Micro motion (CNG50) or E&H (CNG MASS) make)	YES		
6.12	Flow meter with integral transmitter having display of flow rate, totalizers, and provision of mechanical counter, etc. <b>Note:</b> flow meter-transmitter must have tamper proof lock out configuration as per norms of W&M for use in public transactions.	YES		
6.13	<b>a)</b> Minimum flow rate 75Kg/min under atmospheric discharge at 250 bar inlet pressure for Bus arm of Dispenser <b>b)</b> Minimum flow rate 15Kg/min under atmospheric discharge at 250 bar inlet pressure for Car arm of Dispensers	YES		
6.14	Overall batch accuracy of Dispenser +1% or better	YES		
6.15	Mass flow meter accuracy +0.5% of delivered qty or better	YES		
6.16	Repeatability ±0.3%	YES		
6.17	Calibration - traceable to NIST as per ISO 5168	YES		
6.18	Enclosure whether proof to IP65, NEMA4x	YES		
6.19	Pressure rating of wetted part - 5000psi at 25oC as per ASME/ANSI31.3	YES		
6.20	Process temp effect - +0.01% of nominal flow rate per degree C on zero offset	YES		
6.21	Pressure influence – NIL	YES		
6.22	Surge and frequency transient- shall be in compliance with ANSI/EEE(EFT)c62.41(1991)	YES		
6.23	EMI effect on sensor and transmitter-to the requirement of EMC directive1(jan'94)	YES		
6.24	Vibration effect - As per SAMA PMC31.1 1994	YES		
6.25	Mass flow meter model shall have Indian W&M certification	YES		
6.26	Custody transfer certificate, testing must be in accordance with OIML	YES		
6.27	The offered model must have CCOE approval	YES		
6.28	The offered model shall have digital protocol like HART OR MODBUS	YES		

# **SCHEDULE OF RATES (SOR)**

## **SECTION-IX**

Following is the format of the SOR for reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format on the portal.

**SCHEDULE OF RATES (SOR) - Item No. 1 ( Car Dispensers) - Supply Part (A)**

Sr.No	Item Description	UoM	Qty.	Unit Price including P&F, Freight including & unloading at CUGL stores (Kanpur/Unnao Bareilly/ Jhansi location) (Rs.)	Per unit GST	Total Unit Price including P&F, Freight including insurance & unloading at CUGL Site including GST Col ( 5+6)	Total price at CUGL Store (Kanpur/ Unnao/Bareilly/Jhansi) inclusive of GST Col (7 X 4)
1	2	3	4	5	6	7	8
					% Amount	Amount	Amount
	<b>SUPPLY PART</b>						
1	Design, Engineering, Procurement, Manufacture, Inspection, Testing, Supply, Transportation and unloading at CUGL site/ store of Car Dispenser package as defined in the Tender document and technical specification (Inclusive of erection & commissioning spares) complete in all respects as per tender.	Nos.	35	To be quoted on CUGL's e-tender portal			

Note:

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

Signature of

Authorized Signatory

DATE :

NAME :

PLACE:

DESIGNATION :

Following is the format of the SOR for reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format on the portal.

**SCHEDULE OF RATES (SOR) FOR SITE WORK FOR CAR DISPENSER - ITEM NO.1 - (B)**

Sr.No.	Item Description	UoM	Qty.	Unit Price Including All Taxes & Duties but Excluding GST	Amount of GST on Col no. 5	Unit Price Inclusive of all Taxes and Duties including GST Col (5+6)	Total Price of all Taxes and Duties including GST Col (7 x 4)
1	2	3	4	Currency INR	Currency INR	Currency INR	Currency INR
<b>B</b>	<b>Erection &amp; Commissioning</b>						
1.1	Erection, Installation, commissioning of Car Dispensers.	Nos.	35	To be quoted on CUGL's e-tender portal			
	<b>Sub-total (Erection &amp; Commissioning) (B)</b>						Rs.
<b>c</b>	<b>Repair &amp; Maintenance (Car Dispenser)</b>						
2.1	Lump-sum Annual, Repair & maintenance charges for Dispensers for 1st year during warranty period including oil, lubricant, consumables and all spares, manpower etc.	Nos.	35	To be quoted on CUGL's e-tender portal			
2.2	Lump sum Annual , Repair & maintenance charges for Dispensers for a period of one year after warranty period of one year inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	35	To be quoted on CUGL's e-tender portal			
2.3	Lump sum Annual , Repair & maintenance charges for Dispensers for second year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	35	To be quoted on CUGL's e-tender portal			
2.4	Lump sum Annual , Repair & maintenance charges for Dispensers for third year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	35	To be quoted on CUGL's e-tender portal			
2.5	Lump sum Annual , Repair & maintenance charges for Dispensers for fourth year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	35	To be quoted on CUGL's e-tender portal			
<b>C</b>	<b>Sub Total (Repair &amp; Maintenance) (C)</b>						
	<b>GRAND TOTAL (A+B+C) Rs.</b>						

**Note :**

- Bidder to quote rate for all items in each column and ensure that rate quoted is for complete scope and terms and conditions of tender document.
- Bidder to note that in case of discrepancy in unit & total price, the unit price of item shall prevail.
- Bidder Shall quote prices in the given format only and shall not modify the format in any form
- The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly
- Bidder to mandatory quote the taxes applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST)
- In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.
- Evaluation of offer shall be on overall Package Basis for Item No. 1 i.e. Complete SOR for Item No. 1 i.e. A+B+C

**Signature of**

**Authorized signatory:**

<b>DATE :</b>				<b>NAME :</b>	
<b>PLACE:</b>				<b>DESIGNATION :</b>	
				<b>SEAL :</b>	

Following is the format of the SOR for reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format on the portal.

**SCHEDULE OF RATES (SOR) - Item No. 2 ( Car Cum Dispensers) - Supply Part (A)**

Sr.No	Item Description	UoM	Qty.	Unit Price including P&F, Freight including & unloading at CUGL stores (Kanpur/Unnao Bareilly/ Jhansi location) (Rs.)	Per unit GST		Total Unit Price including P&F, Freight including insurance & unloading at CUGL Site including GST Col ( 5+6)	Total price at CUGL Store (Kanpur/ Unnao/Bareilly/Jhansi) inclusive of GST Col (7 X 4)
1	2	3	4	5	6		7	8
					%	Amount	Amount	Amount
	<b>SUPPLY PART (Car Cum Bus Dispenser)</b>							
1	Design, Engineering, Procurement, Manufacture, Inspection, Testing, Supply, Transportation and unloading at CUGL site/ store of Car cum Bus Dispenser package as defined in the Tender document and technical specification (Inclusive of erection & commissioning spares) complete in all respects as per tender.	Nos.	15	To be quoted on CUGL's e-tender portal				

**Note:**

- |  |  |  |
|--|--|--|
| 1. The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly   |  |  |
| 2. Bidder to mandatory quote the GST applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST)  |  |  |
| 3. In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST. |  |  |

Signature of \_\_\_\_\_

**Authorized Signatory**

DATE : \_\_\_\_\_

NAME :

**PLACE:**

DESIGNATION :

Following is the format of the SOR for reference. The bidders are supposed to fill in the details of the SOR on the e-tendering portal in the prescribed format on the portal.

**SCHEDULE OF RATES (SOR) FOR SITE WORK FOR CAR CUM BUS DISPENSER - ITEM NO.2 - (B)**

Sr.No.	Item Description	UoM	Qty.	Unit Price Including All Taxes & Duties but Excluding GST	Amount of GST on Col no. 5	Unit Price Inclusive of all Taxes and Duties including GST Col (5+6)	Total Price of all Taxes and Duties including GST Col (7 x 4)
				Currency INR	Currency INR	Currency INR	Currency INR
1	2	3	4	5	6	7	8
<b>B</b>	<b>Erection &amp; Commissioning</b>						
1.1	Erection, Installation, commissioning of Car cum Bus Dispensers.	Nos.	15	To be quoted on CUGL's e-tender portal			
	<b>Sub-total (Erection &amp; Commissioning) (B)</b>						Rs.
<b>c</b>	<b>Repair &amp; Maintenance (Car Cum Bus Dispenser)</b>						
2.1	Lump-sum Annual, Repair & maintenance charges for Dispensers for 1st year during warranty period including oil, lubricant, consumables and all spares, manpower etc.	Nos.	15	To be quoted on CUGL's e-tender portal			
2.2	Lump sum Annual, Repair & maintenance charges for Dispensers for a period of one year after warranty period of one year inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	15	To be quoted on CUGL's e-tender portal			
2.3	Lump sum Annual, Repair & maintenance charges for Dispensers for second year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	15	To be quoted on CUGL's e-tender portal			
2.4	Lump sum Annual, Repair & maintenance charges for Dispensers for third year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	15	To be quoted on CUGL's e-tender portal			
2.5	Lump sum Annual, Repair & maintenance charges for Dispensers for fourth year after warranty period inclusive of all consumables, manpower, all spares, lubricants etc.	Nos.	15	To be quoted on CUGL's e-tender portal			
<b>C</b>	<b>Sub Total (Repair &amp; Maintenance) (C)</b>						
	<b>GRAND TOTAL (A+B+C) Rs.</b>						

**Note :**

- Bidder to quote rate for all items in each column and ensure that rate quoted is for complete scope and terms and conditions of tender document.
- Bidder to note that in case of discrepancy in unit & total price, the unit price of item shall prevail.
- Bidder Shall quote prices in the given format only and shall not modify the format in any form
- The bidder shall read these SOR (s) in conjunction with the Scope of Work detailed in this Bid Document and quote accordingly
- Bidder to mandatory quote the taxes applicable above, the evaluation of the price bid shall be done accordingly (inclusive of GST)
- In case the bidder does not indicate/quote the rate & amount of applicable taxes in the SOR or makes any other statement (e.g., "NIL" "Inclusive", "Kept as Blank", "Extra at actual" etc.), their quoted price shall be considered inclusive of all applicable GST.
- Evaluation of offer shall be on overall Package Basis for Item No. 2 i.e. Complete SOR for Item No. 2 i.e. A+B+C

Signature of

Authorized signatory:

DATE :

NAME :

PLACE:

DESIGNATION :

SEAL :