



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

**BID DOCUMENT FOR THE
PROCUREMENT OF 5000 SCM³/H, TWIN
STREAM CANOPIED DRS WITH USM
FOR KANPUR, BAREILLY AND JHANSI**

BID DOCUMENT NO : CUGL/C&P/TEN2324/39

E-TENDER NO. : 55336

OPEN DOMESTIC COMPETITIVE BIDDING

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IFB
(INVITATION FOR BID)

SECTION -I

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



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

INVITATION FOR BID (IFB)

Bid Document No.: CUGL/C&P/TEN2324/39

Date: 12.07.2023

To,

Kind Attn: Mr.

Dear Sir,

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

1.	Project	City Gas Distribution
2.	Name of Work	Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi
3.	Scope of Work	As per Tender Document
4.	Contract Period	As per Tender Document
5.	Bid Validity	120 days from the bid due date
6.	Bid Security/EMD	Rs. 11,07,000/-
7.	Pre-Bid Meeting	<u>NA</u>
8.	Bid Due Date with Time	<u>27.07.2023 up to 15:00 Hrs.</u>
9.	Type of Bid	Two Bid System
10.	Basic of Evaluation	Package Basis

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

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

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

(Handwritten Signature)
(Sunil Kumar)
Sr. Manager (C&P)

रजिस्टर्ड ऑफिस : सातवों 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, Lakhnपुर, 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

CHECK LIST

Sl. No.	Description	YES/NO
1.	Tender document signed & stamped	
2.	Three year Audited Balance sheet (FY-2019-20, 2020-21 & 2021-22) alongwith ITR. All should be UDIN certified.	
3.	BEC Related documents as asked in BEC	
4.	SOR Quoted	
5.	All forms and formats F-1 TO F-16 to be filled with all required details	
6.	MSME/Udyam certificate (Small & Micro)	
7.	EMD/Bid Security (If bidder not MSME)	

Place:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

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

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

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

bid can be submitted after the due date and time of submission has elapsed.

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

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

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

FOR SYSTEM RELATED ISSUES:

M/s. E-Procurement Technologies Limited:

Contact Numbers: 9081003339/7968136832

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

FOR TENDER RELATED QUERIES:

(1) NAME, Designation, Department

Phone: 0512 2582455 Mr. Sunil Kumar

E-mail: snkumar@cugl.co.in

(2) NAME, Designation, Department

Phone: 0512- 2582455, Ms. Sushmita

E-mail: sushmita@cugl.co.in

INSTRUCTIONS TO BIDDERS

A. GENERAL

1.0 SCOPE OF BID:

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

2.0 ELIGIBLE BIDDERS:

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

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

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

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

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

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

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

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

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

3.0 BIDS FROM JOINT VENTURE/CONSORTIUM

NA

4.0 ONE BID PER BIDDER

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

- 4.2 Alternative Bids shall not be considered.

5.0 COST OF BIDDING

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

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

6.0 SITE VISIT

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

B BIDDING DOCUMENTS

7.0 CONTENT OF BIDDING DOCUMENT

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

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

8.0 CLARIFICATION ON BID DOCUMENTS

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

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

9.0 AMENDMENT OF BID DOCUMENTS

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

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

9.3 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BIDS

10.0 LANGUAGE OF BID

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

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 in Price Schedule.

13 TAXES & DUTIES

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

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

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

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

13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two (02) months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

13.4 New Taxes & duties: Any new taxes & duties, if imposed by the State/Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/Central Govt. Authorities

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

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

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

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

13.11 Anti-profiteering clause

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

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

14.0 BID CURRENCY

Bidders must submit bid in Indian Rupees only.

15.0 BID VALIDITY

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

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 WITHDRAWL OF BIDS

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

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

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

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

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

D. BID OPENING AND EVALUATION

27.0 BID OPENING

27.1 Unpriced Bid Opening :

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

27.2 Priced Bid Opening:

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

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

28.0 PROCESS TO BE CONFIDENTIAL

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

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

29.0 CONTACTING THE OWNER/EMPLOYER

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

30.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.

- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

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

31.0 PRICE BID OPENING

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

32.0 ARITHMETIC CORRECTIONS & CORRECTION OF ERRORS

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

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

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

33.0 CONVERSION TO SINGLE CURRENCY

All bids to submitted in INR.

34.0 EVALUATION AND COMPARISON OF BIDS

- 34.1 The evaluation & comparisons of the bids will be carried out for previously determined as substantially responsive pursuant to ITB Cl. No.28.
- 34.2 The evaluation & Comparison of all the responsive bids for supplies/works/services to be arrived at the lowest evaluated offer as Under (i) the evaluated price of bidders shall include the following:
- I. Total price quoted by the bidder (including Taxes & duties).
 - II. Technical loading if any as per Technical specification.
- 34.3 In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

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

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

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

34.0 POST QUALIFICATION

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

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

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

F - AWARD OF CONTRACT

36.0 AWARD

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

37.0 NOTIFICATION OF AWARD/FAX OF ACCEPTANCE

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

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

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

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

38.0 SIGNING OF AGREEMENT

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

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

39.0 PERFORMANCE GUARANTEE

39.1 Pursuant to 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 7th 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 the total order value (exclusive of GST) 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

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 & Progress Reporting 14.1 Time Schedule Network/Bar Chart

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

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

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

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

14.2 Progress Trend Chart / Monthly Report

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

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

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

14.3.1 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 conclusive or supplier shall neglect to execute the contract with due diligence and expedition or shall contravene the provisions of the contract owner may give notice of the same in writing to the supplier calling upon him to make good the failure, neglect or contravention complained of. Should Supplier fail to comply with such notice within the period considered reasonable by owner the owner shall have the option and be at liberty to take the contract wholly or in part out of the supplier's hand and make alternative arrangements to obtain the requirements and completion of contract at the supplier's risk and cost and recover from the supplier, 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 materials & 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 Two (2) years operation and maintenance.

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 Technical Specification

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 not prejudice purchase's claim for rejection of the equipment on final inspection at site or claims under warranty provisions.

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

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

- 27.4 Equipment rejected by the Owner shall be removed by the supplier at his cost within 14 days of notice after repaying the amounts received against the supply. The owner shall in no way be responsible for any deterioration or damage to the Equipment under any circumstances whatsoever.
- 27.5 In case of rejection of Equipment, Owner shall have the right to recover the amounts, if any, from any of contractor's invoices pending with Owner or by alternative method(s)

28 **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 Language31.1

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 the 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 at prices lower than the 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 (BEC)

TECHNICAL CRITERIA

Bidder should have successfully designed, developed, installed and commissioned at least 6 nos. of Twin Stream District Regulatory Stations (DRS) of 5000 SCMh with metering in any of City Gas Distribution company in India in any of last seven years reckoned from the bid due date.

For running contract, if the actual executed value/Quantity (for partially executed contract) is equal to or more than the value/Quantity indicated above one day prior to the due date of bid submission, the same shall also be considered for meeting the single order value/quantity criteria, for which a certificate from the client showing executed value/quantity prior to the due date of bid submission shall be submitted by the bidder along with copy of purchase order/ agreement. The copies of purchase order/ agreement and completion/execution certificate from client should be duly certified/ attested by Chartered Engineer/ notary public with legible stamp.

- Bidder shall be required to submit the following supporting documentation and proof for the above mentioned requirement.
 - I. Copy of detailed Purchase order.
 - II. Completion/execution/Installation certificate

FINANCIAL CRITERIA

1.1 Annual Turnover

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

Minimum annual Turn Over: Rs. 276.73 Lacs.

1.2 Net worth

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

1.3 Working Capital

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

Minimum working capital: Rs. 55.35 Lacs

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

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

30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

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

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

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

The Price Evaluation shall be done on Package basis

FORMS & FORMATS

SECTION-V

F-1

BIDDER'S GENERAL INFORMATION

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCM, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

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

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

Place:
Date:

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

F-2
BID FORM

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

Dear Sir,

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

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

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

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

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024

India

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized

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

F-6
"NO DEVIATION" CONFIRMATION

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

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:
Date:

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

F-7

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

To,

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

Dear Sir,

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder] Date:

Name:

Designation:

Seal:

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur,
Bareilly and Jhansi

Dear Sir,

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

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

Place:

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

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

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

Dear Sir(s),

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

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

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

1. We

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

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

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

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

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

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

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

F-10
AGREED TERMS & CONDITIONS

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon	SEC----- Total %
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 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	

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMh, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Fax Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-12
UNDERTAKING ON LETTERHEAD

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,

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

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi

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:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		X
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.		X
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.		X

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-15

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

(To be provided on Bank's letter head)

Date:

To,

Central UP Gas Limited,

7th floor, UPSIDC complex

A-1/4, Lakhanpur

Kanpur-208024

India

Dear Sir,

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

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

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

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

Yours truly,

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16
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,
7th floor, UPSIDC complex
A-1/4, Lakhanpur
Kanpur-208024
India

Bid Document No: CUGL/C&P/TEN2324/39

SUB : Procurement of 5000 SCMH, Twin Stream Canopied DRS with USM for Kanpur, Bareilly and Jhansi

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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.

TECHNICAL SPECIFICATIONS

SECTION-VI

Technical Bid Document
for
Above Ground District Regulating Station

GENERAL

Central U.P. Gas Ltd (A Joint Venture of GAIL (I) Ltd & Bharat Petroleum Corporation Ltd) is operating City Gas Distribution in the City of Kanpur, Bareilly, Unnao, Jhansi, Akbarpur & Rampur. To provide PNG to its domestic customers CUGL intended to procure District Regulating Skid. The details of the required equipment are as below:

(A) TECHNICAL SPECIFICATION, SCOPE OF SUPPLY

1. This bid document is for supply of Twin stream Canopied District Regulating Station(DRS) of 5000 SCMH with Ultrasonic or Rotary Positive Displacement flow Meter along with EVC and AMR system.
2. The specification provided in bid document, together with all Annexure enclosed covers the requirement for the design, engineering, manufacturing, testing, inspection, supply and commissioning of DRS as per the all accessories and as per the schematic line diagram/ typical P & ID, Technical specifications, datasheets provided in the bid document.
3. This is a NO Deviation tender. Any deviation to tender condition/ job specification/ technical requirement of bid document, shall lead to rejection of bidder's offer/bid. Compliance with Technical Specification will be taken for granted, if during bid submission, deviations are not specifically mentioned in format provided in tender.
4. For DRS, the scope of work/ supply includes Design, Engineering, Manufacturing, Inspection, Testing and Supervision for Installation & commissioning of DRS consisting of twin streams of Filtration and Pressure Reduction system along with all the accessories and valves, piping, instruments & fittings as per P & ID'.
5. Description and requirements contained in the tender specification are concise by necessity and cannot include all the details. However, it is the responsibility of the bidder to execute the job on turnkey basis in accordance with the specifications and internationally recognized good engineering practices.
6. Any activity which are not specifically listed/ mentioned in the bid document, does not absolve the bidder of their responsibility to include such activities in their scope of work and supply, which otherwise is necessary, to meet technical requirement of bid document and to complete instrumentation & mechanical work for the project.
7. All such activities which are not specifically in the tender document shall also be carried out by the bidder to meet the tender requirement/ job requirement without any cost & time implication to CUGL.

8. In the event of any conflict between these specifications, related standards and codes, any other attachment to this package, the bidder shall follow the following documents in the order of their priority:
- a) Job Specifications for Gas metering package
 - b) Data Sheets and Typical P&ID.
 - c) Technical Specification attached in the tender document.
 - d) Standard specifications

In case of any conflict in various documents, same shall be referred to CUGL for clarification. Bidder shall not proceed without getting written approval in such a case.

(B) SCOPE OF WORK & BIDDER'S RESPONSIBILITY

Scope of Work

1. Canopied DRS of Dimension (LXBXH) (3.5MtrX 1Mtr X3.5Mtr) (+/- 10%)
2. Salient features of DRS envisaged are as under. District Regulating Station (DRS), 300# pressure class rating from inlet flange of DRS to outlet of regulator and 150# from outlet of regulator to outlet flange of DRS.
3. The scope of supply and works shall include, all the activities of project management, design, engineering, training, factory testing, supply, installation, commissioning, site testing, test run, quality assurance and quality control of the system, and documentation with the turnkey responsibility and meet the requirements, its objectives, functional and specific requirements described in the specifications and taking care of complete requirements. Bidder shall be responsible for execution of the package on turnkey basis with scope of work, scope of supply, P&ID and job Specifications attached in tender but not limited to the following:
 - a) Design and Engineering
 - b) Procurement and Supply of bought out items,
 - c) Inspection, Factory testing and Acceptance
 - d) Supervision for Installation, field calibration, testing and commissioning
4. Performing all works required for designing, engineering, testing, supply, installation, interfacing with the communication channels, commissioning (with supply of commissioning spares including consumables), site testing, test run and putting into operation of the system complete in all respects.
5. Bidder's Scope of supply & work includes design, engineering, technical requirement for design, engineering, procurement of items/ skid components, manufacturing, construction features, assembly, testing & inspection, commissioning of DRS being procured under this tender.

6. Scope of supply also includes packing, forwarding (suitable for storage/preservation at site), loading, unloading, transportation and transit insurance for delivery of DRS at CUGL's site/stores. Storage and preservation of skids at site is in the scope of CUGL. However, Skids shall be supplied in such a way that the skids are suitable for outdoor installation, proper storage & preservation.
7. The DRS shall be manufactured as per all the requirements of PNGRB Technical Standard T4SE, as per the technical specification, other relevant standards and statutory requirements. All other relevant standards and requirements shall also govern design and engineering of DRS. Bidder shall seek clarification (if any) in this regard before bid submission. After submission of bid and post award, NO deviation to tender condition shall be entertained. Unless otherwise specified, the latest edition of the standards mentioned herein this specification, including all addenda and revisions, shall apply.
8. The design, manufacturing & fabrication of DRS shall be such that each of its equipment / component is easily accessible, operable and maintainable and the same shall not obstruct the operation and maintenance of any other skid component/ equipment or part thereof. Unless otherwise specified, the pressure indicated in this tender document is gauge pressure.
9. Bidder's scope of works includes supervision for installation and commissioning of DRS, as per the scope of Supply and Works.
10. Bidder shall Furnish as built documentation, drawings, reports, certificates and other information required here-in including operation and maintenance manuals of all the equipment/ skid components.
11. DRS shall be designed for following design conditions and Process parameters:
Self-actuated Regulators (PCV) and SSV of DRS shall be pilot operated. Direct acting pressure regulators / SSV are NOT Acceptable.

DRS – Design Condition:

DRS shall be designed considering following process parameters i.e. Flow rate, Inlet & outlet (delivery) Pressure. Minimum size & rating of skid / components selected & offered shall be as indicated below. Offered size shall be same or higher than the sizes indicated below.

a) Flow Rate	:	5000 SCMH
b) Inlet Pressure	:	10 to 26 kg/cm ² g
c) MOP	:	19 Kg/cm ² g
d) Outlet Pressure	:	4 kg/cm ² g
e) Minimum size of main line DRS inlet valves/ pipe (Regulator inlet)	:	4", 300#
f) DRS Inlet flange to filter & to regulator	:	300 #
g) Regulator out let to DRS out let	:	150 #
h) Minimum pipe size from regulator outlet flange to DRS outlet flange	:	4"150#
i) Minimum size of SSV / Regulator	:	1" (Suitable class)
j) Meter (as per P&ID)	:	USM
k) Meter Make	:	Emerson/Nirmal/ Elester/ Instromet/ SICK/ Autometer/ RMG/ Romet/ Itron
l) EVC	:	Suitable EVC
m) AMR	:	Suitable AMR
n) Regulator Make	:	Emerson/Nirmal/Inel/RMG Autometers/ Rockwin/ Peitro/ Chemtrol/ Elester Instromet

12. CUGL reserves the right to accept / reject the offer of bidder based on the past performance of their product(s) supplied in CUGL, or elsewhere. Bidder to compulsorily submit report on satisfactory performance of completed/ executed orders by bidder indicating satisfactory working for minimum 1 year's period.

13. Design & Engineering :

- (a) The bid package consists of typical Piping & Instrumentation Diagrams, process data sheets and technical specification of individual skid items/components. The bidder shall be responsible to carry out the design and detailed engineering based on the data provided in the bid package and in line with other technical requirements specified elsewhere in bid document. Scope shall also include sizing and verification for all items including where data is dependent upon detailed engineering. Scope of supply/ work also includes detailing of basic engineering designs, preparation of data sheets, drawings for instruments and system oriented items, engineering drawings etc.
- (b) **Residual Engineering**

The bidder shall also be responsible for carrying out any residual basic engineering necessary for detailed engineering like equipment/ instrument sizing, utility consumption, specifying derived data in process data sheets, type and material selection of instruments/ equipment wherever required.

(c) Engineering Drawings & Documents

- i) Vendor Data Requirements indicate the list of drawings and documents required to be supplied by the bidder, as minimum. Bidder to note that the list specifies only the major deliverables. Documents and drawings not listed but necessary for proper engineering, construction, operation and maintenance shall also be prepared by the bidder.
 - ii) Bidder shall be responsible for preparation of all engineering drawings and documents including those necessary for construction like instrument index, tray layouts, location plans, cable schedules, installation standards, bill of material etc.
 - iii) Bidder shall also be responsible for providing all drawings and documents for package/ sub package units.
 - iv) It is expected that the bidder utilizes uniform data sheet formats enclosed along with this bid document, for preparing specifications for various instruments, equipment and skid component including those, which are being prepared by package/ sub package vendors. Items for which no format has been attached with the document, bidder may use standard ISA formats. Use of manufacturer standard formats shall be avoided.
 - v) The bidder shall supply all the documents in both hard copy and soft copy. This includes all the documentation including those for package units.
- d) The scope for "design and engineering" shall also include review of post-order vendor drawings and documents for all equipment/ instruments and system oriented items. Following methodology must be followed for drawings and documents being forwarded to CUGL.
- i) The Bidder shall thoroughly review and approve their vendor drawings for all equipment/instruments including sub-package items, before forwarding to CUGL. Only approved drawings duly signed and stamped by a competent and authorized representative/ engineer of Bidder shall be forwarded.
 - ii) The Bidder shall be responsible for all System Engineering documents for the Gas metering systems. This shall include all related documents such Functional design specifications, sizing calculations, pressure drop calculation etc. and Engineering documents such as functional loop schematics, instrument details and cable schedule, Power supply distribution schemes etc. These documents shall be reviewed and

approved by Bidder based on philosophy specified/ agreed for the engineering before forwarding to CUGL.

- iii) All multidisciplinary fabrication and construction drawings shall be reviewed and signed by bidder's representatives before forwarding to CUGL for review/ approval/record.
- e) Bidder shall be fully responsible for co-coordinating with all agencies concerned to ensure proper, uniform and smooth engineering. This shall include coordination with:
 - i) All individual item suppliers for uniformity in engineering and documentation supplied by them including P&ID's, instrument specifications, installation standards etc. and obtaining all requisite drawing and documents for review, record and final documentation.
 - ii) All instrument item suppliers including suppliers/ manufacturers of various system oriented items.
 - iii) Bidder's own inter-departmental coordination with departments like mechanical, piping, electrical, QC, pressure vessel, heater group etc. This shall include furnishing all necessary engineering data in the form of drawings & documents and review of drawings & data supplied by other departments.
 - iv) Bidder shall be responsible for preparation of all As-Built drawing / documents including.
 - i) All P&IDs & GADs
 - ii) All Datasheets, sizing calculation, specifications of instruments
 - iii) All Purchase documents.
 - iv) All System documents including hardware and software documentation.

13 Procurement & Supply of bought out items, Factory testing and Acceptance

- a) Engineering for procurement & supply of bought out items, shall include preparation of various material requisitions which shall include process data sheets, typical data sheets for equipment/ instruments, instrument standard specifications, special requirements etc., evaluation of offers received from various manufacturers/ sub-vendors, preparation of Technical Bid Analysis, preparation of purchase requisition and review/ approval of sub-vendor drawings, incorporation of CUGL's comments. Installation of all the loose supplied items, its interconnection etc shall be in the scope of supplier. In case of any dispute / conflict arising due to difference in opinion/ interpretation, the interpretation of CUGL shall be considered final. However the bidder shall be single point responsible for all the bought out items.
- b) All Equipment/ Instrument items/ skid components shall be procured from vendor list attached elsewhere in this package. Bidder must desist from procuring any items from vendor(s) not approved by CUGL. Along with the bid, the bidder has to provide the list of items/ equipment with size, Make and Model

Number selected only form the approved vendor list provided in the bid document. Non-compliance to this may result into rejection of bid.

- c) Bidder shall prepare Bill of Material, purchase requisitions for all equipment/ instruments/ systems which shall consist of a consolidated purchase document including all purchase specifications including data sheets, sizing calculation, dimension details, special instructions/ requirements (if any), standard specifications/ purchase specifications, testing requirements, quality requirements etc. All purchase requisitions shall be furnished to CUGL for information/ review/ approval as applicable.
- d) Meter : Bidder shall use suitable meter (Ultrasonic) as per the technical sheet attached for the meter.
- e) Testing & calibration of all instruments, Factory Acceptance Test (FAT) and Site acceptance Test (SAT) shall be carried out by the bidder.
- g) **Testing & Calibration:**
Bidder's scope of work includes testing of all supplied items and systems including impulse lines, pneumatic signal tubes and instrument cables and special instruments/ items if any. Bidder shall also carryout testing and calibration of all instruments as per the requirements specified elsewhere in tender document. Testing and calibration of Gas metering system shall be as described elsewhere in the document.
- h) **Commissioning:**
It is the responsibility of Bidder to commission the DRS at site.

14 **Installation, Field Calibration, Testing and Commissioning**

- a) Bidder shall carryout installation of all instruments in the skid as described in this document. Installation shall include but not limited to installation of all supplied items, installation skid assemblies explained in this package, fabrication, laying and painting.
- d) Painting of pipes, equipment, instruments, enclosures, platforms, jump-over/ crossovers, as required; in line with the painting specifications attached elsewhere in this document.
- e) Any special tools/ tackles required shall be in scope of vendor.
- f) All the vents shall be at a height of minimum 3 meters above the working platforms of operational level. All flanges shall be connected through jumpers of Minimum 3 mm thickness and 20 mm wide copper strips.
- g) Compulsory spares and commissioning spares (for each skids separately) as listed elsewhere in this document.
- h) Drawings and documents as listed elsewhere in this document.
- i) All pipes, tubing, fittings, valves, gaskets, bolts, nuts, spades, etc., within the DRS battery limit.
- j) Lifting lugs and spreader beam / frame, foundation Anchor bolts for the skid.
- k) Stainless steel nameplate for each skid, each tagged equipment and component.
- l) Inlet and Outlet matching flanges and Studs & nuts shall also be supplied along-with the skid.
- m) Operation and maintenance manual for instruments/ equipment, as built drawing/ documentation.

15 **SCOPE OF WORK & SUPPLY:**

- Supply of complete twin stream DRS (comprising of filtration and pressure reduction with valves, pipe and fittings) as per SOR, typical P&ID / Schematic line diagram and other technical specifications. The schematic line diagram/ typical P&ID provided along with the bid document shall also be used to understand the scope of supply/ work.
- Vendor scope includes Design, Engineering, Manufacturing, Inspection, Testing, Transportation, Supervision for Installation & commissioning of complete work of custody transfer skids consisting of two Independent streams of Filtration, Pressure reduction, safety valves, Pressure Instruments, Temperature Instruments, complete integrated field instruments, piping, fittings and valves in a skid with the following items described below as a minimum and as shown in the typical P&ID/ line diagram. DRS should have a single flow measuring device on common out let of the DRS.
- DRS shall consist of complete metering package (Ultrasonic flow meter for flow measurement) on common outlet of DRS should be designed to capture 100% of maximum flow (5000 SCMH) capacity.
- DRS shall consist of complete package (consisting of Filtration and Pressure reduction) with independent and redundant streams (1 operating + 1 stand by stream) should be designed for 100% of maximum flow capacity indicated above (each Pressure reduction stream should be designed for 100% of design capacity of skid). Each of the Gas filtration, PRS section shall be of required as per design flow capacity meeting the specified operating design conditions as per process data of respective skids. The Vendor's scope of work shall include supply of the complete Gas Filtration, PRS System & metering in accordance with this specification and any other codes, standards and regulations stated herein. In each skid, one complete stream will be kept in hot standby mode (including filtration, Pressure reduction etc). Maximum permitted velocity through main header/ pipe / nozzle of filtration, pressure reduction; Metering shall be limited to 20 meter/sec.
- The scope of supply for DRS as a minimum shall include, but not limited to the following.
 - i) Gas filtration system on separate stream shall be used to remove dust particles less than 5 micron with 99% efficiency.
 - ii) Pressure Reduction system with 2 streams of pilot operated Slam shut valve and Pressure Regulators (1 operating + 1 standby stream). Each stream shall contain two regulators (Active and monitor), it means, if active regulator fails then the other one (monitor) will maintain desired output parameters. Under normal conditions, the downstream regulator is considered as active regulator and upstream regulator performs the monitoring function. Active regulator shall be "fail to open" and monitor regulator shall be "fail to close" type. Vendor shall confirm that the noise level for the PCV (Active & Monitor) is within 85 dBA. In case, noise level through PCV is ≥ 85 dBA, Vendor shall provide noise treatment to limit the noise level and include silencers or expanders as required in the scope of supply. Set Point of the PCV Pilots and Slam Shut Valves shall be adjustable. Vendor shall furnish the adjustable range of the offered pilots and slam shut valves. The construction of the Pressure Regulator shall be such that there will be no continuous gas bleeding.

- The metering stream (USM flow meter, flow straightener impulse tubing of Pressure transmitter, thermo-well) shall be completely insulated to ensure an even heat transfer throughout the meter run when subjected to ambient environment. Bidder shall design the flow meter considering 5000SCMH Flow. The datasheet for the same shall be sent to CUGL for review and approval. Calculation for meter to capture 5000 SCMH at 04 Bar shall be required to submit by bidder to CUGL.
- The custody transfer equipment at field like transmitters (pressure & temperature) shall be installed as per standard.
 - Bidder shall be required to supply inbuilt/separate Electronic Volume corrector with inbuilt/separate modem (AMR). The EVC and AMR shall be designed in such a way that it should operate through battery. Bidder shall use suitable battery for a life of atleast 5 years.
 - Bidder shall provide the communication converter cable suitable to fit with USB 3.0 of any LAPTOP of operating system of Windows 10 or upper version. Bidder shall ensure connectivity to EVC and AMR system with LAPTOP with suitable converter communication cable.
 - Supply and installation of all tubing, instrument fittings, pipes, pipe fittings, other fittings, valves, gaskets, bolts, nuts, spades, etc, within the skid and its battery limit are in bidder's scope.
 - Supply and installation of all required cables, if required, bidder's scope.
 - Bidder shall provide canopy with sliding or collapsible doors.
 - Bidder shall provide lifting lugs and spreader beam / frame, foundation Anchor bolts, copper jumpers for flanges for the skid, Stainless steel nameplate for each tagged equipment and component. All flanged connections shall be in bidder's scope. Earth bonding system and earthing boss for skid are in bidder's scope. Inlet and Outlet matching flanges and Studs & nuts (for skid interconnection and Inlet & Outlet piping connection), suitable Gaskets shall also be supplied along-with each skid.
 - The Complete DRS package shall be enclosed with canopy of 16 metal sheet of thickness 16 gauge with proper painting mentioned in code (smoke grey color) as per IP 65.
- **Software :**
 - i) Bidder shall provide software for EVC and AMR as well as remotely viewing software/web base solution for AMR, compatible with CUGL's portal, along with necessary connecting cords.

- 16** Vendor shall take single point responsibility for the engineering, design, certification, procurement, inspection, testing, supply & performance of the Gas Pressure Reducing and custody transfer metering skids along with all instruments, equipment and valves offered/ supplied in the skids based on the data sheets and the specifications furnished, taking into consideration successful operation, safety and established International standards for the complete skids. As a part of skid design & engineering, the following shall be undertaken/ decided/ furnished by bidder:
- a) Calibration of flow Meters (using air at/ near atmospheric pressure) considering the above mentioned overall accuracy/uncertainty. USM meter shall be air calibrated to ensure the technical compatibility.
 - b) Based on the approved design and tender requirement, Sizing of pipes, filtration, flow meters, self-actuated Pressure control valves, Safety Shut Off (Slam Shut) valves, Pressure relief valves, Creep relief valve.
 - c) Set points for Pressure Regulators (active, monitor) and slam shut valves.
 - d) Instrument ranges to meet the Process operating and design conditions.
 - e) Noise calculations for Regulators. Vendor to provide detailed Noise calculation and standard used and assumption considered (if any).
 - f) All the instruments/ equipment to be procured as per the approved vendor list provided in bid document.
- 17** All the major items like valves (Plug & Ball), Pressure control valves, Slam shut valves, Flow computers, Pressure relief valves, Pressure & diff. Pressure transmitters, Temperature instruments etc. shall be supplied from the vendor list attached elsewhere and the offered model of equipment shall have proven track record of successful operation for at least 6 months till bid submission date (certificate, performance report to be provided as proof).
- 18** Apart from the above, Bidder shall follow the design and specification listed below.
- a. The size of line pipe, inlet/outlet valve size, mentioned in tender is the minimum size of line pipe / port/ nozzle size of each component of Skid package. Components should be selected and designed for maximum designed gas flow rate at the minimum pressure (inlet/ outlet as the case may be). All pressure parts shall be designed for design pressure and temperature mentioned elsewhere. Materials, Equipment, items, components selected for skid should be suitable for natural gas application and shall not erode during operation at worst process condition. All pipe work and equipment must be capable of withstanding the maximum pressure resulting from a fault condition.
 - b. Gas velocity in main line pipe, equipment, flow meter, main line valves, check valve etc must not exceed 20 meters/second, (except SSV and PCV), when the maximum flow rate occurs at the lowest expected inlet pressure. Velocity limit for SSV shall be 40 m/s.

- c. Regulators/ SSV of minimum 1" size is required in this project. Regulator and SSV of lower than 1" size shall not be accepted. Noise through Regulator (Active/ monitor) shall be limited to 85 dB. The allowable pressure drop and noise values in regulator should not exceed permissible limits.
- d. Pressure test points, pressure gauges, purge and vents shall be provided as specified in the schematic line diagram/ drawing/ typical line diagram/ schematic provided in tender. All the ends of drain shall be blinded/ plugged. The drain and purge valves provided at the inlet and outlet ends shall be fitted at sufficient gap from the base level of the skid, so as to facilitate an easy operation of the same. Vent valves shall be provided at sufficient height to facilitate venting (at 3 meters height from platform/ base).
- e. Schematic line diagram/ P&ID of DRS provided in tender shall be used for guidance purpose. Before fabrication, actual arrangement (GAD) shall be proposed in soft & hard form by the vendor, for review and approval by CUGL.
- f. Vendor list provided in tender for bought out items, shall be followed for procurement for bought out items required in DRS.
- g. The data sheet (provided with tender) should be filled up completely, signed, stamped and enclosed along with sizing calculation, catalogue and drawings in the Technical Bid submitted by the bidder. Technical literature in English language, along with dimensional details of the equipment and system hook up drawing shall be submitted by bidder along with the technical bid.
- h. Hole tight / leak tight shall not be used on threaded / flange joints. For all flange joints, Stud with nuts (hot dip galvanized) shall be provided on flange joints. All Studs and nut used in this project shall be hot dip galvanized as per ASTM A 153 or equivalent.
- i. No Flange made of cast iron, ductile iron or non-ferrous materials (brass or bronze) shall be used in skid. Flanged connections (in mainline, inlet and outlet) of the DRS should be in sizes of 1", 1.5", 2", 3", 4" and 6" only (as defined in line diagram). All instrument fitting/ tubing etc shall be of SS316 (minimum). No tube fitting/ tube of brass/ copper shall be used. No valve Components like Valve body, bonnet, cover and / or end flanges made of cast iron or ductile iron shall be used.
- i. The size of the DRS should not increase as mentioned in P&ID.
- J . The pressure gauges shall be aligned with reference to the regulator, such that it facilitates an easy viewing of the readings in the pressure gauges. Arrangement for venting of pressure gauge and also pressure sensing lines shall be provided in skid. For DRS, the DP gauge shall be supplied. DRS design shall meet various requirements of national/ international standards such as ANSI B-31.3/31.8; ASME Sec. VIII, Div-I; EN-12279; EN-12186; IGE-TD-13; AGA-5, AGA-7 & AGA-8 and PED 97/23/EC Compliance.
- k. Vendor shall design the DRS suitable for outdoor installation in tropical climate with the following conditions:
- Ambient temperature: 0 to +60°C.
 - Humidity: 100%.

- Design Temperature shall be -29 to +65°C.

L . Working platforms, if required should be provided in the skids at appropriate locations (and shown clearly in the drawing) to facilitate easy access to all parts of the skid and to avoid any operational or maintenance problems.

m. Pressure test points, purge and vent points shall be fitted as indicated in the Installation Schematic drawing attached herewith. When a test point is not provided on an item of equipment, a point shall be provided on the adjacent pipe work. All the ends of drain and vent points shall be plugged. The vent purge valves provided at the inlet and outlet ends shall not be fitted very close to the base level of the skid, which will be very difficult to be operated. A common vent header with flame arrestor along with flapper shall be provided.

n. Bidder to supply necessary spares for operation and maintenance for one year.

o. List of mandatory spares for operation and maintenance to be provided by bidder along with filter element.

DESIGN PHILOSOPHY

GENERAL

- This Document together with the attachments covers the minimum requirements for the design and engineering of skid complete with all accessories. Bidder shall be responsible for Design, engineering, sizing, selection, manufacture and/ or procurement, of materials, components and equipment necessary for complete package.
- This document provides in detail, the minimum qualitative requirements of most of the instruments. For instruments, where no such requirements are indicated in this document, the bidder shall submit the same for CUGL,s approval. For metering system, vendor shall submit the complete design and engineering of the skid including piping duly approved by NMI/ PTB/ NPL or Meter manufacturer for custody transfer application.

CODES AND STANDARDS

- Design and terminology shall comply, as a minimum, with the latest edition prior to the date of bid enquiry of following codes, standard practices and publications:

AGA Report No.9 – ANSI / ASME B 1.20.1 B 16.47 B 16.20	American Gas Association, Gas Measurement Committee Measurement of Natural Gas by Multipath Ultrasonic Meters. American National Standards Institute/ American Society of Mechanical Engineers. Pipe Threads. Steel Pipe Flanges and Flanged Fittings. Ring Joint Gaskets and Grooves for Steel Pipe Flanges. American National Standards Institute/Fluid Controls Institute
ANSI/FCI 70.2 API	Control valve seat leakage classification. American Petroleum Institute Sizing, selection and installation of pressure relieving system in refineries.
RP 520 Part-I - Part-II - RP 521 P 526 RP 527 MPMS RP 551 Part 1 - RP 552	Sizing and selection Installation Guide for pressure relieving and depressurizing systems Flanged steel safety relief valves. Seat tightness of pressure relief valves. Manual of Petroleum Measurement Standards. Process Measurement Instrumentation. Process Control and Instrumentation Transmission Systems Measurement of Petroleum liquid hydrocarbon by Positive Displacement meter.
S 1101 S 2000 ISO 17089- 1:2019(en)	Venting Atmospheric and low pressure storage tank. Measurement of fluid flow in closed conduits — Ultrasonic meters for gas. Vibration, Axial-Position and Bearing-Temperature Monitoring Systems.
S 670 ASTM	American Society for Tests and Materials.
BS BS-1042 BS-4368 BS-4800 BS-5308 BS-6364	British Standards Measurement of fluid flow in closed conduits. Compression coupling for tubes. Colours for ready mixed paint. Part-2 Specification for PVC insulated cables. Specification for valves for cryogenic service.

BS-7244	Flame Arrestors for general use
DIN-43760	Temperature v/s Resistance curves for RTDs.
DIN-19234	Electrical Distance Sensors; DC interface for Distance Sensor and Signal Convertor.
IBR	Indian Boiler Regulations.
IEC	International Electro-technical Commission.
IEC 60079	Electrical Apparatus for Explosive Gas atmosphere
IEC 60085	Thermal Evaluation and Classification of Electrical Insulation
IEC 60332	Test on bunched wires or cables. Part 3 Cat 1
IEC 60331	Fire resistance characteristics of electrical cables
IEC 60529	Classification of degree of protection provided by enclosures.
IEC 60534-2	Industrial Process Control Valves-Flow capacity
IEC 60584-2	Thermocouples - Tolerances
IEC 60584-3	Thermocouples extension and compensating cables, tolerances and Identification system.
IEC 60751	Industrial platinum resistance thermometer sensors
IS	Indian Standard
IS-5	Colours for ready mixed paints.
IS-319	Specification for free cutting Brass bars, rods and sections
IS-1239	Mild steel tubes, tubular and other wrought steel fittings.
IS-1271	Specification of Thermal Evaluation and Classification of Electrical Insulation.
IS-1554-part I	PVC insulated (heavy duty) electric cables-working voltage up to and including 1100 V.
IS-2074	Ready mixed paints, air drying, red oxide- zinc chrome.
IS-13947	Degree of Protection provided by enclosures for low voltage switch gear and control gear.
IS-2148	Flame proof enclosures for electrical apparatus.
IS-3624	Specification for pressure and vacuum gauges
IS-5831	PVC insulation and sheath of electric cables.
IS-7358	Specifications for Thermocouples
ISA	Instrument Society of America.
S-5.2	Binary logic diagrams for process operations.
S-7.3	Quality standard for instrument air.
S-75.01	Flow equations for sizing control valves.
ISO 5167	Measurement of fluid flow by means of orifice plates, nozzles and venturi tubes.
NEC	National Electric Code.
NFPA	National Fire Protection Association.

NFPA-496	Purged and pressurised enclosures for electrical equipment.
EN	European Standard
EN334	European standard for pressure regulators upto 100 bar
EN12186	Gas Pressure Regulating Stations for Transmission and distribution
EN14382	Safety systems for Gas distribution

- 3.2.2 In general, Bidder shall carryout engineering as per IEC/ BIS standards.
- Any other standard, if necessary, can also be referred by bidder during the execution of the job, without diluting the basic requirements, however with prior information to Owner/ Owner's Representative. In any case bidder must furnish a list of codes and standards other than those specified in this document, which shall be followed by them during engineering.

Technical Specification for Ultrasonic Meter **G - 650**

1. Type of Meter : Ultra Sonic Meter **G - 650**
2. Process Fluid : Natural Gas (Velocity ≤ 30 m/sec)
3. Working Temperature : (-) 25 degree C to (+) 55 degree C
4. Meter Body Casing : Casted Aluminium Body, corrosion resistant & suitable for indoor and outdoor installation.

Body material as per ASTM A350 LF2 and Meter Cover Material as per SS Gr.304 shall alsoAcceptable.

5. Meter Internals : Non Corrosive and tested for low noise and low friction
6. End Connection : Flanged End, 150 # 4"/DIN 100 for API 5L
7. Operating Pressure : **4 bar (g)**
8. MAOP : 19 Bar
9. Min Flow : 4.0 m³/h (at actual conditions)
10. Max Flow : **1000 m³/hr**
11. Rangeability : **1 : 250**
12. Reproducibility : ≤ 0.1 %

13. Accuracy : Accuracy class 1, typical error limits:
a) Q_{\min} up to $0.1 Q_{\max}$: $\leq \pm 2 \%$
b) $0.1 Q_{\max}$ up to Q_{\max} : $\leq \pm 1 \%$
14. Enclosure rating : IP 66
15. Conformities : (a) 2004/22/EC MI-002
(b) OIML R137 1&2,
2012

- (c) EN 12405 : 2010 (with integrated volume correction)
16. Ex-approvals : (a) IECEx : Ex ia [ia] IIC T4 Gb, Ex op is IICT4 Gb
 (b) ATEX : II 2G Ex ia [ia] IIC T4 Gb, II 2GEx op is IIC T4 Gb
 (c) NEC/CEC (US/CA) : CSA : I.S. for Class 1 Division 1 Groups C & D T4; Ex/AEx IIB T4 Ga
17. Volume Correction : (a) Correction factor C : $\leq \pm 0.5 \%$ (at reference conditions)
 (b) Correction method : pTZ or TZ
 (c) Compressibility : SGERG88
 (d) AGA 8 Gross method 1
 (e) AGA 8 Gross method 2
 (f) AGA NX-19
 (g) AGA NX-19 mod.
 (h) Inbuilt EVC (volume corrector) is Required with 5 year battery life.
18. Pulse Output : Low Frequency type pulse output, should be unaffected by any external Magnetic Tempering.
19. Flow Restrictor : The meter should be supplied with flow restrictor to avoid any type of back flow.
20. Strainer : The meters should be supplied with strainer at Inlet for removing the foreign Particles.
21. Mounting : Horizontal installation with OD straight inlet/outlet piping
22. Power supply/Power consumption : 4.5 V DC
23. Interfaces : RS-485 module (externally powered) alternative to digital outputs, Modbus RTU

protocol.

24. Approval required : (a) Indian W&M Type approval for meter
(b) MID Approval
(c) PESO/CCOE approval

PERFORMANCE GUARANTEE

- The VENDOR shall guarantee that all work/ job will be performed in accordance with good and sound engineering and construction practices and within the requirements of this specification. The equipment, accessories and all the materials supplied by the VENDOR shall be free from defects, shall be suitable for the use for which they are intended and shall perform in accordance with the requirements of this specification.
- The VENDOR shall furnish a guarantee for the entire skid package comprising of all of its component/ equipment including instruments, piping, valves, fittings, internals, etc., for a period of 12 months from the date of commissioning or 24 months from the date of receipt at CUGL store/ site, whichever is earlier.
- The VENDOR shall take single point responsibility for the complete skid, including the sub-contractor supplied components, the proprietary equipment and components included in skid package and supplied loose in accordance with this specification.

INSTALLATION & COMMISSIONING OF SKID

- The VENDOR shall provide **qualified and experienced** personnel for assistance during installation, field-testing and commissioning of Skid or part thereof.

LIST OF VENDORS FOR BOUGHT-OUT ITEMS

1. PCV (Pressure Regulators) & Slam shut valve:

- 1) M/s Emerson Process Management
- 2) M/s Gortor Controls BV
- 3) M/s Pietro Fiorentini S.p.a
- 4) M/s RMG, Germany/M/s Autometers Energitec
- 5) M/s Nirmal, Mumbai
- 6) M/s Dresser Inc, USA
- 7) M/s Tormene Gas Technology
- 8) M/s Samson AG Mess-und Regeltechnik
- 9) M/s Inel Gas Controls
- 10) M/s Rockwin

2. Dry gas Filter:

- 1) M/s Ultra filter
- 2) M/s Multitex
- 3) M/s Grand Prix Fab Pvt Ltd.
- 4) M/s PECO – USA
- 5) M/s Forain, Italy
- 6) M/s Flashpoint Equipment Pvt Ltd
- 7) M/s Gujarat Otofilt
- 8) M/s Filtration Engineers India Pvt Ltd
- 9) M/s Perry Equipment (USA)
- 10) M/s Faudi Filter GmbH (Germany)
- 11) M/s Ravi Techno Systems (Mumbai)
- 12) M/s Siirtec NIGI SPA (Italy)
- 13) M/s Axsia Howmar Ltd. (UK)
- 14) M/s Filtan Filter Anlagenbau GmbH (Germany)
- 15) M/s Plenty Filters (UK)
- 16) M/s Burgess Manning, USA
- 17) M/s Emerson
- 18) M/s Inel Gas Controls
- 19) M/s RMG autometers
- 20) M/s Autometers Energitec

3. Filter Elements

- 1) M/s PECO-FACET
- 2) M/s PALL-FILTERITE
- 3) M/s VELCON
- 4) M/s BURGESS MANNING
- 5) M/s Inel Gas
- 6) M/s Nirmal

- 7) M/s RMG Autometers
- 8) M/s Emerson
- 9) M/s Autometers Energitec

4. USM Meter

- 1) M/s Instromet (Belgium)
- 2) M/s RMG (Germany)
- 3) M/s Elster (Germany)
- 4) M/s Emerson
- 5) M/s Rockwin Flowmeter
- 6) M/s ITRON
- 7) M/s Sick
- 8) M/s Romet, Canada
- 9) M/s Common

5. Volume Corrector (EVC)

- 1) M/s Schlumberger Gmbh, Germany (M/s Actaris)
- 2) M/s Barton Instruments, UK
- 3) M/s Romet, Canada.
- 4) M/s Emerson
- 5) M/s Dresser
- 6) M/s Instromet-International, Belgium
- 7) M/s RMG Messtechnik Gmbh, Germany
- 8) M/s Aiut
- 9) M/s Elgas
- 10) M/s Itron
- 11) M/s SICK

6. RTD (Resistance Temp. Detector)

- 1) M/s General Instruments Ltd., Mumbai
- 2) M/s Nagman Sensors (Pvt) Ltd.
- 3) M/s Pyro Electric, Goa
- 4) M/s Altop Industries Ltd.
- 5) M/s ABB Automation Ltd.
- 6) M/s Emerson

7. Ball Valve

- 1) M/s Audco Valve
- 2) M/s Microfinish Valves

- 3) M/s Flowchem
- 4) M/s Virgo Engineers
- 5) M/s Larsen & Toubro
- 6) M/s Viza Valves, China
- 7) M/s Hopkinsons Limited (UK)
- 8) M/s O.M.S. Saleri (Italy)
- 9) M/s Fraz Schuck GMBH, Germany (Formerly Borsig)
- 10) M/s Petrol Valves SRL
- 11) M/s Nuovo Pignone (Italy)
- 12) M/s Perar SPA (Italy)

8. Pressure Gauge, Diff Pressure Gauge & Temperature Gauge

- 1) M/s Warea Instruments
- 2) M/s Wika Instruments
- 3) M/s Hirlekar
- 4) M/s FGB
- 5) M/s General Instruments
- 6) M/s A N Instruments Pvt. Ltd.
- 7) M/s Dresser Inc
- 8) M/s Precision

9. Globe Valves and Check valves

- 1) M/s BDK Engineering India Ltd. Hubli, Karnataka
- 2) M/s Flowchem Valves
- 3) M/s Shayburg Valves Pvt. Limited, Navi Mumbai
- 4) M/s Ornate valves; Mumbai
- 5) M/s Panchvati valves; Mumbai
- 6) M/s AV Valves Ltd., Agra
- 7) M/s Shalimar Valves Pvt. Ltd., Navi Mumbai
- 9) M/s Neco Schubert & Salzer Ltd. New Delhi
- 10) M/s Larsen & Toubro Ltd. (Audco India Limited, Chennai)
- 11) M/s KSB Pumps Ltd

10. Pressure safety valve

- 1) M/s SEBIM Valves (Mekaster)
- 2) M/s Bliss Anand
- 3) M/s BHEL
- 4) M/s Larson & Toubro Ltd
- 5) M/s Crosby/ Anderson Greenwood
- 6) M/s Keystone Valves
- 7) M/s Instrumentation Ltd.
- 8) M/s Tyco Sanmar Ltd.
- 9) M/s Nakakita Seisakusho Co Ltd

- 10) M/s Nuovo Pignone SPA (Italy) (GE Oil co)
- 11) M/s Parcol SPA
- 12) M/s Safety Systems UK Ltd
- 13) M/s Tai Milano SPA
- 14) M/s Weir Valves & Controls France
- 15) M/s Nirmal
- 16) M/s Fainger Laser

11. SS FITTINGS / TUBING (No other makes shall be acceptable)

- 1) M/s SWAGE LOCK (USA)
- 2) M/s PARKER (USA)
- 3) M/s Hylock (Koea)
- 4) M/s Sandvik, Sweden (for Tubing)

12. Gaskets- Spiral Wound

- 1) M/s IGP Engineers Pvt. Ltd., India
- 2) M/s Madras Industrial Products, India
- 3) M/s Starflex Sealing India Pvt Ltd, India

13. Fasteners

- 1) M/s AEP Company, India
- 2) M/s Boltmaster India Pvt. Ltd. India
- 3) M/s Deepak Fasteners Limited India
- 4) M/s Fasteners & Allied Products Pvt. Ltd.
- 5) M/s Hardwin Fasteners Pvt. Ltd. India
- 6) M/s J.J. Industries India
- 7) M/s Multi fasteners Pvt. Ltd. India
- 8) M/s Nexo Industries, India
- 9) M/s Pioneer Nuts and Bolts Pvt. Ltd.

14. Flanges & Fitting, Block Forged-Carbon Steel

- 1) M/s Eby Fasteners, India
- 2) M/s Leader valves Ltd. India
- 3) M/s M.S. Fitting Mfg. Co. Pvt. Ltd. India
- 4) M/s R. N. Gupta & Co. Ltd. India

15. Flanges & Fittings from Seamless Pipe-Carbon Steel

- 1) M/s CD Engineering Co., India
- 2) M/s CD Industries (Ghaziabad), India
- 3) M/s Chaudhry Hammer Works Ltd, India
- 4) M/s Echjay Industries Pvt Ltd, (Rajkot), India
- 5) M/s Golden Iron & Steel Works, India

- 6) M/s J.K. Forgings, India
- 7) M/s JAV Forgings (P) Ltd, India
- 8) M/s Metal Forgings Pvt Ltd, India
- 9) M/s Pradeep Metal Limited, India

16. Pipe-Carbon Steel (Seamless) to ASTM Std.

- 1) M/s BHEL (Trichy), India
- 2) M/s Heavy Metals & Tubes Ltd, Mehsana, India
- 3) M/s Indian Seamless Metal Tubes Ltd, Ahmednagar, India
- 4) M/s Indian Seamless Metal Tubes Ltd, Baramati, India
- 5) M/s Jindal Saw Ltd (Nashik Works), India
- 6) M/s Mahalaxmi Seamless Ltd, India
- 7) M/s Maharashtra Seamless Ltd, India
- 8) M/s Sainest Tubes Pvt Ltd, India
- 9) M/s Wuxi Erquan Special Steel Tube Co. Ltd.

17. Pressure/ Diff. Pressure & Temperature Transmitter

- 1) M/s Fisher Rosemount (Emerson)
- 2) M/s Yokogawa
- 3) M/s Fuji
- 4) M/s Honeywell

18. Instrument Valves & Manifolds

- 1) M/s Anderson Greenwood Crosby
- 2) M/s Astec Valves & Fittings Pvt Ltd, India
- 3) M/s Aura Inc.
- 4) M/s Autoclave Engineers Fluid Components
- 5) M/s Chemtrols Engineering Ltd, India
- 6) M/s Circor Instrumentation Ltd
- 7) M/s Excel Hydro Pneumatics Pvt Ltd, India
- 8) M/s Excelsior Engg Works, India
- 9) M/s Ham-Let (Israel-Canada) Ltd
- 10) M/s Hyd-Air Engg. Works Lonavala, India
- 11) M/s Micro Precision Products Pvt Ltd, India
- 12) M/s Parker Hannifin Corporation
- 13) M/s Precision Engineering Industries, India
- 14) M/s Prime Engineers
- 15) M/s Swagelok Co.
- 16) M/s Swastic Engineering Works, India
- 17) M/s Technomatic (India) Pvt Ltd, India
- 18) M/s Hylock(Korea)

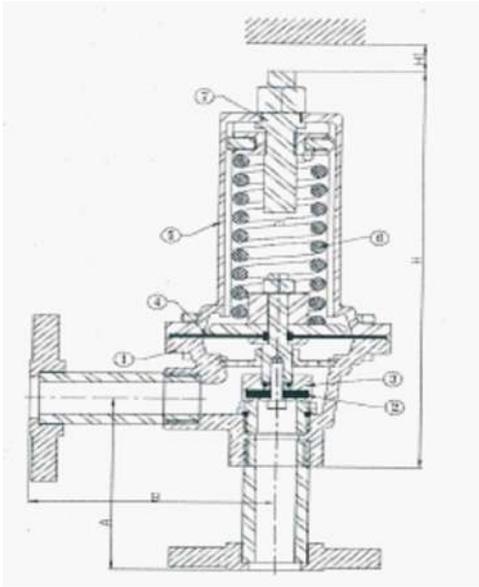
Payment Terms:

1. 95% payment shall be released within 30 days from the date of receipt of materials at site.
2. 5% payment shall be released after commissioning of equipment or one year from the date of receipt of materials whichever is earlier.

Delivery/Completion Period:

12 (Twelve) weeks from the date of award

CRV Datasheet



CLIENT	M/s. Central UP Gas Ltd.
CONSULTANT	--

GENERAL	
TAG NO.	--
LINE/EQUIPMENT	--
P& ID NO.	--
SERVICE	Creep Relief Valve
MAKE	
MODEL NO	
TYPE	
PRODUCT CODE	-
QUANTITY	1 NOS

SERVICE CONDITION			
FLUID STATE	NATURAL GAS		GAS
FLOW RATE-MIN/OP/MAX		50	SCMH
INLET PRESSURE-MIN/OP/MAX	2	TO	4 Barg
OUTLET PRESSURE-MIN/OP/MAX		ATM	Barg
DP SIZING		--	Bar
TEMP-MIN/OP/MAX	0	45	60 °C
SP.GRAVITY/MOL.WT.	0.65		17.38
VISCOSITY	--		
COMPRESSEBILITY FACTOR	--		
SET PRESSURE	4.8		Barg
SET PRESSURE RANGE	3.5 To 6.0		Barg

DIMENSIONS	L	D	H	H1		
IN MM						

REMARKS :

End Connection: 1" Flanged

VALVE SIZING DATA	
REGULATION	UPSTREAM
CALCULATED Cv	0.643
SELECTED Cv	2.5
PREDICTED NOISE LEVEL dBA-atm 1m	<85

VALVE & ACTUATOR CONSTRUCTION	
BODY SIZE	1"
END CONNECTION	FLANGED RF
RATING	150 #
IMPULSE CONNECTION	INTERNAL
IMPULSE SIZE	NA
LEAKAGE CLASS	CLASS VI
IBR CERTIFICATION	NO

7	SET SCREW	S.S.304
6	SPRING	SPRING STEEL
5	SPRING CASING	A216 Gr. WCB
4	DIAPHRAM	NITRILE
3	TRIM PART	S.S 316
2	DISC	NITRILE
1	BODY	A216 Gr. WCB
	"O"-RING	NITRILE
	GASKET	NITRILE

Process Data Sheet for Pressure Safety Valve

CLIENT: CENTRAL UP GAS LIMITED
PROJECT: DRS 5000SCMH

S.No	Parameter	Description
1	Valve Manufacturer	As per approved vendor list *
2	Service	Natural Gas
3	Quantity	1 nos. at each Filter stream (for Fire case sizing) and 1 no. each at stream of regulator outlet for creep relief designed for 1% of skid capacity
4	Safety / Relief	Safety valve / creep Relief valve
5	Type	Standard
6	Full Nozzle Full Lift Mod. Nozzle	Full Nozzle Full Lift
7	Bonnet Type	Closed
8	Conv./ Bellows/ Pilot Operated	Conventional
9	Inlet Conn. : Size & Rating	Vendor to Specify
10	Outlet Conn. : Size & Rating	Vendor to Specify
11	Inlet/ Outlet Conn. : Facing & Finish	RF Serrated, 125AARH
12	Cap Over Adj. Bolt	Required
13	Screwed / Bolted	Bolted
14	Test Gag	Required
15	Body and Bonnet	ASTM A216 Gr. WCB
16	Nozzle and Disc	SS 316 or better
17	Spring	Cadmium Plated CS
18	Spring for diff. set point range	Required
19	Code	ASME Sec-VIII / API 520
20	Basis of Selection	Skid flow capacity
21	Fluid and State	Natural Gas
22	No. of Valves Required for each stream	1
23	Corrosive Constituent/ Corr. Allow.	CO2 (4%) / 2.0 mm
24	Valve Discharges to	Atmosphere
25	Back Pressure	Atmosphere
26	% Over Pressure / % Blow Down	20
27	Radiography	Required (100%)

Remarks

- 1 Vendor shall furnish sizing calculations to support the valve selection

- 2 Valves shall be 100% radio-graphed
- 3 Vendor to consider coefficient of discharge de-rated by a factor of 0.9 as per ASME – VIII
- 4 For safety valve sizing, furnish certified capacities as per API-520. It shall be designed as per PNGRB Regulation/ guidelines/requirements.
- 5 Pressure Safety Valve : 1 nos. at each Filter (for Fire case sizing)
- 6 Creep Relief Valve : 1 no. each at regulator outlet for creep relief designed for 1% of skid capacity for Over Pressure Protection at PCV Downstream

Process Data Sheet for Dry Gas Filter

CLIENT: CENTRAL UP GAS LIMITED
PROJECT: DRS 5000SCMH

S.No	Parameter	Description
1	Make	As per approved vendor list *
2	Service	Natural Gas
3	Quantity	02 nos. of dry gas filter per skid
4	Make & Model No. offered	*
5	Filter Separator Type	Horizontal / Vertical Cartridge filtration
6	Fluid/ State	Natural Gas/ GAS
7	Design Code	As per ASME code SEC.VIII Div-I (latest)
8	Particle/ Mesh Size (Micron)	05 Micron
9	Size & Rating	Vendor to Specify
10	Filtration Efficiency	99%
11	Pr. Drop Clean (Max)	0.10*
12	Pr. Drop – Dirty (Max)	0.20*
13	Dust Content	0.1 mg/dm ³
14	Flange Type (end connection)	WNRF
15	Head Connection	Blind flange Davit arm required; Studs /Bolts required
16	Capacity	150% of rated/ design capacity of Skid.
17	DUST COLLECTION CAPACITY	15 Days at design flow rate (Filter shall have dust collection capacity for 15 days of dust holding/storage)
18	Shell	SA515/ SA 516 Gr. 60/70 / SA106Gr B
19	Shell Flange	SA 105
20	Nozzle	SA 106 Gr. B
21	Nozzle Flange	SA 105
22	Head	*
23	Head Flange	SA 105
24	Bolts / Studs	SA 193 Gr. B7
25	Nuts	SA 194 Gr. 2H
26	Companion Flange, Blind, Flange, Gaskets, Bolts, Studs,Nuts for All Nozzles	Required
27	Hydrostatic Test	150% Design pressurre
28	Radiography	Full (100%)
29	Dye Penetration Test	YES
30	Post Weld Heat Treatment	YES
31	Painting	Suitable for Corrosives Marine Environment

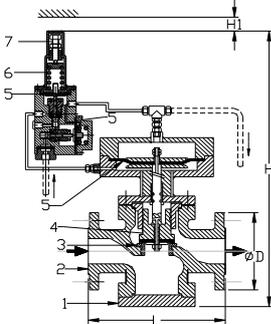
Remarks

- 1 All C S parts weld joints to be stress relieved. Hardness in welds not to exceed 200 BHN
- 2 Filtration area should be minimum 8 times of inlet nozzle area
- 3 Fire Case PSV of suitable capacity shall be provided on each dry gas filter
- 4 Proper support, crossover and platform required for Maintenance of Filter, PSV, DPT etc.

DATA SHEET FOR PCVA

CLIENT:	M/S. Central UP Gas Ltd.		
PROJECT:	DRS 5000 SCMh		
AG NO:	For: Across Skid		

GENERAL			
1	Type Of PCV	: Pilot Operated	1
2	Process Con. / Rating	: /ANSI300#	2
3	Service	: Pressure Control & Over Pr. Shut Off	3
4	Model No.		4
5	Fluid / State	: Natural Gas (G)	5
6	Flow Rate(Min/Opr/Max)	: 5000 SCMh	6
7	Inlet Pr. (Min/Opr/Max)		7
8	Outlet Pr. (Min/Opr/Max)		
9	Temp. (Min/Opr/Max)		
10	DP Sizing		
11	Sp. Gravity / Mol. Weight		
12	Viscosity		
13	Compressibility Factor		
14	PCVA-101 Set Pressure		
15	PCVA-102 Set Pressure		
16	PCV Set Pressure Range		



VALVE SIZING DATA			
21	Regulation		
22	Calculated Cg		
23	Selected Cg		
24	Predicted Noise with silencer dBA at 1 M		

ACTUATOR CONSTRUCTION			
22	Impulse Connection	: Extrenal	27
23	Impulse Size	: 3/8" NPT(F)	28
24	Leakage Class	: VI	29
25	IBR Certification	: NO	30
			31
			32

MATERIAL			
26	Bottom	: A105	33
27	Body	: ASTM A216 Gr. WCB	34
28	Seat / Plug	: SS316-Nitrile/SS316	35
29	Diaphragm	: NITRILE	36
30	Spring/Set Screw	: Spring Steel/SS	37
			41
			42
			43
			44
			45

Remarks:

CLIENT: M/S. Central UP Gas Ltd.

PROJECT: DRS 5000 SCMH

For: Pressure Measuring

Make:

Page No.:01

GENERAL

1	Type Of PG	: Direct Reading	1
2	Sensor	: Bourden Tube Type	2
3	Process Connection	: 1/2" NPT (M)	3
4	Connection Orientation	: In Line	4
5	Dial Size	: 4" (100)	5
6	Accuracy	: ± 1 % FSD (Ascending)	6
7	Over Pressure Limit	: 130 % Of FSD	7
8	Temp. Limit	: As Per Manufacturer	8
9	Mounting	: Bottom	9

MATERIAL

10	Sensor / Socket	: SS 316	10
11	Case	: SS 304 / Die Cast Alluminium	11
12	Bezel	: SS 304	12
13	Movement	: SS 304	13
14	Pointer	: Black Aluminium	14
15	Dial Colour	: White With Black Graduations	15
16	Window	: Toughened Glass	16
17	Enclosure	: Weather Proof IP-65	17
18	Blow Off Disc	: Required	18
19	Zero Adjustment	: Required	19
20	Documentation	: Calibration Report	20

CLIENT:	M/S. CENTRAL UP GAS LTD.		
PROJECT:	DRS 5000 SCMH		
TAG NO.: DPG-101 & DPG-102	For: Across Filter	Make:	
GENERAL			
			1
1	Type Of DPG	: Direct Reading	2
2	Sensor	: Piston Type	3
3	Process Connection	: 1/4" NPT (F)	4
4	Connection Orientation	: In Line	5
5	Dial Size	: 4" (100)	6
6	Accuracy	: $\pm 2\%$ FSD (Ascending)	7
			8
MATERIAL			
			9
7	Seal Material	: BUNA - N	10
8	Case/Body	: SS316	11
9	Bezel	: Rubber Ring	12
10	Window	: Toughened Glass	13
11	Pointer	: Black Aluminium	14
12	Dial Colour	: White With Black Graduations	15
13	Enclosure	: Weather Proof IP-65	16
14	Design Temp.	: As Per Manufacturing Standard	17
15	Range	: 0-1000 MBarg	18
16	Accessories	: As Per Requirement	19
17	Documentation	Calibration Report	20
			21

CLIENT:	M/s. Central UP Gas Ltd.													
PROJECT:	DRS 5000 SCMH													
TAG NO.:	For: Across Skid						Make:				Page No.:01			
NOMINAL SIZE	IN	½"	¾"	1"	1½"	2"	1"	1½"	2"	3"	4"	6"	8"	1
	mm	15	20	25	40	50	25	40	50	80	100	150	200	2
PIPES	Schedule	Sch 40												3
	Material	A106 Gr.B,Seamless												4
	End Connection	PE						BE						5
	Joint Type	SW						BW						6
	Dimensional std.	ANSI B 36.10												7
FLANGES	Type	SWRF / WNRF / SORF												8
	Rating	150# / 300#												9
	Material	A105												10
	Dimensional std.	ANSI B16.5												11
FITTINGS	Type	SW / TH						BW						12
	Sch./Rating	3000#						Sch40						13
	Material	A105						A234 WPB						14
	Dimensional std.	ANSI B 16.11						ANSI B 16.9						15
PIPE NIPPLES	Type	One / Both End Thre-NPTM												16
	Schedule	Sch 40												17
	Material	A106 Gr. B												18
	Dimensional std.	ANSI B36.10												19
HEX NIPPLES	Type	One / Both End Thre-NPTM												20
	Schedule	3000#												21
	Material	A105												22
	Dimensional std.	ANSI B 16.11												23
GASKETS	Type	Spiral Wound												24
	Thikness	4.5 mm Thickness												25
	Material	Spiral SS 304 + PTFE Filled with Inner & Outer Centeing Ring												26
	Dimensional std.	ANSI B16.20												27
BOLTING	Stud	Full Thredolet -Zn Plated												28
	Material	ASTM A 193 Gr.B7												29
	Dimensional std.	ANSI B 18.2.1												30
	Nut	Heavy Hexagonal Nut-Zn Plated												31
	Material	ASTM A 194 Gr.2H												32
	Dimensional std.	ANSI B 18.2.2												33
WASHER	Galvanized MS Punched,Plain Washers													34

DATA SHEET FOR EVC

M/s Central Up Gas Ltd. (KANPUR)

1	Type	Microprocessor based Volume corrector with smart pressure transmitter and temperature sensor suitable for mounting in the field location
2	Make	(*)
3	Model No.	Manufacturer's standard
4	Function	Measures Gas Volume ,Pressure & temperature,calculates compressibility factors of the gas and based on which calculates standard volume of gas. Unit Shall be completed in all respect to achieve Correction of Uncorrected Gas Volume.
5	Mounting	Inbuilt/Seperate with meter
6	Input	Pulse output from RPD Meter for flow.
7		Temp sensor: -25° C to 50 °C with measurement error +/- 0.3°C Pressure sensor: Ranges to specify allowabale error: 0.3 % typical.
8	Output	Corrected Gas Volume, Pressure, Temperature , Correction Factor
9	Isolation	All Inputs,outputs and power supply shall be individually isolated.
10	Display	Parameter value : LCD Display
11		Parameter Description: LCD Digital Display
12	Power Supply	Battery with minimum 5 years life.
13	Configuration Setup	To be done in factory for all volume corrector fully taking into account the process conditions, sensor & flow meter's characteristics and calibration for direct in site operations.
14	Calculation Standard	Compressibility: AGA8(Latest),Detail method provided
15		Audit trial facility with 200 events and 100 alarms.
16		Built in diagnostics to detect proper functioning.
17		Data security through password/key-lock facility and volume conversion and configuration to be sealed.
18		Parameters and programmed constants shall be stored in EEROM/non-volatile.
19		Facility for entry and accessing live and stored data through memory/laptop. Only one pushbutton for scrolling required on EVC.
20	Facility	Will store atleast 40 days data (on hourly basis) for 21 items and upto 151 days for minimum 4 items for hourly intervals.
21		Shall have to store atleast last 365 days cumulative corrected flow in daily basis- on daily logs. The stored data is retrievable and programming can be done by using portable PCs. Suitable dedecated port is available on the electric volume corrector for portable PC connection. Two sets of software CD would be supplied. The software would be supplied in name of CENTRAL UP GAS LIMITED.
22	Hazardous Area	Area classification IEC ZONE 1 GR II A II B T4
23	Site Conditions	Temperature 0-50 °C, Hot ,humid,tropical, saline environment.
24	Enclosure	Instrinsically safe , rated class 1, Div. 1,Group D, ATEX approved.
25	Mounting	Outdoor
26	Accuracy of Volume Correction	± 0.5 % of reading at ambient temp. and ± 0.3 % of reading at 20°C. A3419
27	Flow Compansation	Auto low flow compensation.
28	Enclosure	The device shall be housed in a cabinet .
29	Communication	ON GSM/ fix line with Modbus / propritory protocol.
30	Data Storage	Last Hourly corrected and uncorrected3 , Setup parameters 4, malfunction and alarm log with date and time.
31		Calibration data.
32		Set up parameters.
33		Malfunction and alarm log with date & time.
34		Peak flow values and time.
35	Pulse Output Generation	Present day Volume.
36		Previous Day Volume.
37	The Bidder to provide EVC with Pulse Output enable condition. All softwares, accessories like cables, CDs are to be supplied with EVC .	

Notes: (*) Vendor to furnish

CLIENT: M/s. Central UP Gas Ltd.			
PROJECT: DRS 5000SCMH			
SURFACE CLEANING			
1	Sand Blasting As Per	: SA 2½	2
2	Sand Blasting Standard	: ISO 8501-1; IS-1477-1971	3
3	Finish	: Near White Metel / Light Grey	4
4	Procedure	: Very Thorough Blast Cleaning.Mill Scale,Rust And Foreign	5
		matter Shall Be Removed To The Extent That the only traces	6
		are remaining as slight atains in the form of spots or strips.	7
		Finally the surface is Cleaned by Vaccume Cleaner Or Clean	8
		By Compressed Air Or A Clean Brush	9
POWDER TYPE			
5	Type	: Epoxy Polyester Glossy	11
6	Make	: Asian Paints ,Vijay coat,Nice Coat & Berger	12
PAINT TYPE As Per IS 356 & IS 692			
7	Type	: Primer-Two Pack Epoxy Zinc phosphate primer,MIO-Two Pack Epoxy system ,finnish-Two pack Aliphatic PU	14
8	Make	: Asian Paints , Grand Polycoats ,Jutun & Berger	15
COLOR CODE			
9	Piping	: Golden Yellow	17
10	Canopy	: Smoke Gray (Dft-mfg.std)	18
11	Supporting Structure	: Smoke Gray (Dft-mfg.std)	19
12	Filter	: As Per Manufacturer	20
13	PRV	: As Per Manufacturer	21
15	All valve	: As Per Manufacturer	23
COAT THICKNESS			
16	Total DFT	: 80 to 100 µ Approx.	25
			26
			27
			28
			29

PROCESS DATA

CLIENT: M/s. CENTRAL UP GAS LTD.

PROJECT: 5000 SCMH DRS.

NO	MRS TYPE	DESIGN FLOW (SCMH)	DESIGN PRESSURE (BARG.)	DESIGN TEMP. (°C)	OPERATING FLOW (SCMH)			OPERATING PR. (BARG)			OPERATING TEMP. (°C)			O/L PR. (BARG)
					MIN.	NOR.	MAX.	MIN.	NOR.	MAX.	MIN.	NOR.	MAX.	
1	DRS - 5000 SCMH	5000	49 barg for 300# / 19 barg for 150#	60	1000	2500	5000	19	-	26	0	-	50	4.0 Barg

SCHEDULE OF RATES (SOR)

SECTION-VII

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.	Item Description	UoM	Qty.	Unit Price including P&F, Freight including & unloading at CUGL stores (Kanpur/ 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/ Bareilly/Jhansi/Unnao) inclusive of GST Col (7 X 4)
					%	Amount		
1	2	3	4	5	6	7	8	
					%	Amount	Amount	Amount
1	Supply & Commissioning of Twin Stream 5000 SCMH Canopied DRS with USM Flow Meter	Nos.	12	To be quoted our e-tender portal				

Note:

- Bidder shall supply commissioning spares with all DRS
- Mandatory spares of 1 Set only shall be required to supply.
- 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 :	
								SEAL

