



TRIPURA NATURAL GAS COMPANY LIMITED

(A Joint Venture of GAIL (India) Ltd., Govt. of Tripura & Govt. of Assam)

**A
PROJECT
OF
CITY GAS DISTRIBUTION FOR
AGARTALA**

**E - TENDER
DOCUMENT FOR
PROCUREMENT OF ISOLATION & APPLIANCE BALL
VALVES**

**UNDER OPEN DOMESTIC
COMPETITIVE BIDDING**

Bid Document No.: TNGCL/C&P/COMM/PNG/P(002)/2021-22

VOLUME – II OF II

PREPARED AND ISSUED BY

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**Tripura Natural Gas
Company Limited**

**E-TENDER FOR ISOLATION
& APPLIANCE VALVES FOR
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SECTION - 8

SPECIAL CONDITIONS OF CONTRACT (SCC)



Tripura Natural Gas
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SPECIAL CONDITIONS OF CONTRACT (SCC)

C O N T E N T

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1.0 GENERAL

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

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

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

1.1 This enquiry envisages total responsibility for complete work from design, engineering, manufacture, supply/ shipment, port handing, clearance at port of entry in India, inland transportation within India upto the designated Project Sites, all taxes, duties, (except Custom Duty on the imported component in case of Foreign Bidder only) levies, fees, octroi, etc. as applicable and payable by the bidders under the Contract in India, all insurance, handling of goods at all stages, loading and unloading facilities at designated storage of client, including transit insurance, as specified in technical parts for the items stated in Price Schedule and in Technical Part.

1.2 Owner shall be issuing concessional forms like Form-C or any other such forms, for availing I taxes/ duties by the bidder, if available. As such bidder shall include full rates of



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all taxes/ duties as applicable and percentages of the same shall be filled in at Agreed Terms and Conditions- Section-V of this tender document.

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

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

- 1.4 As regards the Income tax, surcharge on Income tax or any other corporate tax payable by the Bidder for reason of the contract awarded, then Owner shall not bear any tax liability whatsoever irrespective of the mode of construction of contract. The bidder shall be liable and responsible for payment of such tax, if attracted under the provision of Indian Income tax Act.

Bidder may note that if any tax is deductible at source as Permanently Indian Income Tax Law, the same will be so deducted before releasing any payment of the bidders. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices.



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1.5 PRELIMINARY EXAMINATION:

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

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

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

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

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

1.6 Complete Scope of Work

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

1.7 Clarification of Bids

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

1.8 Deduction at source

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



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1.9 TESTS AND INSPECTION

The bidder shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him with the bill/

1.10 REGISTRATION UNDER SALES TAX ACT (Wherever applicable)

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

2.0 **SCOPE OF WORK**

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

3.0 **TERMS OF PAYMENT**

The Payment shall be made in the following manner subject to completion of all contractual requirements as per tender document.

For Bidders only

a) 90% of order value will be paid by Owner against receipt of each material lot at site and the following documents:-

- i) Invoice in triplicate
- ii) Inspection Release note by Owner or his appointed or approved agency.
- iii) GR/ LR Copy
- iv) Packing List
- v) Insurance cover note covering transit insurance.
- vi) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor this certificate will duly be endorsed by the contractor owning overall responsibility.



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- vii) Final technical file as per Technical Specifications/ Material Requisition including all test certificates.
- viii) Performance Bank Guarantee(s) of 3% of Contract Value. If already submitted, a copy of the same.
- ix) Documents as specified in the Technical Specifications/ Material Requisition, Volume-II of II of the Bid Document.

b) 10% (ten percent) within 30 (thirty) days after receipt and acceptance of goods at site along with submission of following documents: -

- i) Acceptance Certificate.
- ii) No Claim Certificate.



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Delivery basis is to be on FOT site basis.

4.0 SETTLEMENT OF DISPUTE BETWEEN TWO PSU's

4.1 In the event of any disputes or difference relating to the interpretation and application of the provisions of the contracts, such disputes or differences shall be referred by either party to the Arbitration in the Department of Public Enterprises nominated by the Secretary to the Govt. of India in charge of the Board of Public Enterprises, Govt. of India. The Arbitration and Conciliation of shall not be applicable to such arbitration. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special/ Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

5.0 ARBITRATION

5.1 Clause No.107.0 of GCC pertaining to Arbitration shall be replaced by the following:-

5.1.1 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 sole arbitrator.

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

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

5.1.4 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 Agartala, India.

5.1.5 Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable.



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5.1.6 All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in Agartala (India).

5.1.7 Bidders/ Supplier/ Contractors 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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

6.0 COMPLETION SCHEDULE

5000 Nos. of ½" Appliance Valve should be reached at FOT within 10 weeks from the date of P.O
5000 Nos. of ½" Isolation Valve should be reached at FOT site within 10 weeks from the date of P.O

7.0 EVALUATION BASIS

Bidders offer shall be evaluated based on BEC criteria for their techno-commercial acceptance and the price bid of all techno-commercially acceptable bidders will be opened in presence of bidders representatives at pre intimated specified date and time. The Price bid will be duly evaluated after consideration of all applicable Taxes & Duties. The supply order shall be awarded to the techno commercially qualified Lowest quoted bidder of each group.

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SECTION – 9

MATERIAL REQUISITION



Tripura Natural Gas
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MATERIAL REQUISITION

Project : City gas Distribution for Agartala City
Items : ISOLATION & APPLIANCE VALVES
Tender No. : TNGCL/C&P/PROJECT/P(106)/AV-IV/2018-19

Sl. No.	Description	Quantity (Nos.)
	Isolation & Appliance Ball Valves, conforming to TNGCL's Technical Specification for Isolation & Appliance Ball Valves of following sizes & description as indicated below :	Agartala
	Size	Description
1.0	½"	Appliance Ball Valves
2.0	½"	Isolation Ball Valves

Note:		

- Bidder must quote for all the items as evaluation will be carried out on overall basis.



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SECTION – 10

TECHNICAL SPECIFICATION



Tripura Natural Gas
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E-TENDER FOR ISOLATION
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TECHNICAL SPECIFICATION

FOR

ISOLATION & APPLIANCE BALL VALVES



Tripura Natural Gas
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1.0 **INTENT OF SPECIFICATION**

The intent of this specification is to establish minimum requirements to manufacture and supply of Isolation & Appliance Ball Valves used for supply of natural gas.

2.0 **SCOPE OF WORK**

2.1 The scope of the tenderer will include manufacture/ supply, inspection/ testing/ marking/ packaging/ handling and despatch of Isolation & Appliance Ball Valves, as indicated in the Material Requisition & Schedule of Rates, meeting all the requirements as laid down in manufacturing standard ASME B16.33 or conforming to specifications laid in EN331 and should be UL listed or approved by any certified agency for Gas application.

2.2 All codes and standards for manufacture, testing, inspection etc. shall be of latest edition.

2.3 Purchaser reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

3.0 **MATERIAL SPECIFICATION FOR ISOLATION VALVES**

3.1 **Technical Data Sheet**

3.1.1 **Item**

Isolation Ball Valve with Full Bore, NPT Female (Confirming to ANSI B1.20.1) ends for natural gas application).

3.1.2 **Sizes** : 1/2" ONLY

3.1.3 **Body**: Hot Pressed/ Forged Brass, Nickel/ Chrome Plated.

3.1.4 **Ball**

Hard Chrome/ Nickel Plated Hot Pressed/ Machined Brass Bar with Teflon Seat.

3.1.5 With operating Knob and locking arrangement with sealing wire and lead seal (Without Key). Valve full open/ close position shall be at 90°.



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3.1.6 Maximum Operating Pressure : 6.0 Bar (g)

3.1.7 Hydrostatic Test Pressure : 9.0 Bar (g)

3.1.8 **Markings**

Markings shall be provided & shall include:

- i) Manufacturer's name or trade mark Model designation.
- ii) Rate working pressure in Bar.
- iii) Direction of flow, if necessary.

3.1.9 **Leakage**

The permissible external/ internal leakage shall be specified by the vendor, with reference to relevant code. However, in no case the leakage in both the cases shall exceed 1 ml/ min at maximum working pressure specified.

3.1.10 **Mechanical Strength**

- i) The body of the valves shall be capable of with standing without deformation or leakage 75 Nm torque, as applied to a pipe being connected to the valve.
- ii) Valve shall be capable of withstanding without deformation or leakage 105 Nm bending moment or an angular displacement of 10° whichever occurs first, if applied to a pipe connected to the valve.
- iii) The valves shall be capable of withstanding 25 Nm impact without breakage or leakage.

4.0 **MATERIAL SPECIFICATION FOR APPLIANCE VALVES**

4.1 **Technical Data Sheet**

4.1.1 **Item**

Application Ball Valve of Full Bore with ½" NPT (Confirming to ANSI B1.20.1) Female as an inlet and the outlet shall be having Ni/ Cr plated brass or steel a nozzle (Serrated to suit ¼" rubber tubing/ hose connection) and the material is required for Domestic Natural Gas Service.

4.1.2 **Body** : Total body including the nozzle shall be of Hot Pressed/ Forged Brass, Nickel/ Chrome Plated.

4.1.3 **Ball**



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Hard Chrome/ Nickel Plated Hot Pressed/ Machined Brass Bar with Teflon Seat.

4.1.4 With a metallic operating/ knob/ lever for full open/ close at 90° position.

4.1.5 Maximum Operating Pressure : 35 mili Bar (g)

4.1.6 Hydrostatic Test Pressure : 1.0 Bar (g)

4.1.7 Markings

Markings shall be provided & shall include :

- i) Manufacturer's name or trade mark
- ii) Model designation
- iii) Rate working pressure in Bar
- iv) Direction of flow, if necessary

4.1.8 Leakage

The permissible external/ internal leakage shall be specified by the vendor, with reference to relevant code. However, in no case the leakage in both the cases shall exceed 1 ml/ min at maximum working pressure specified.

4.1.9 Mechanical Strength

- i) The body of the valves shall be capable of with standing without deformation or leakage 75 Nm torque, as applied to a pipe being connected to the valve.
- ii) Valve shall be capable of withstanding without deformation or leakage 105 Nm bending moment or an angular displacement of 10° whichever occurs first, if applied to a pipe connected to the valve.
- iii) The valves shall be capable of withstanding 25 Nm impact without breakage or leakage.



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SECTION-11

**PRICE SCHEDULE/
SCHEDULE OF RATES (SOR)**

PRICE SCHEDULE FOR BIDDERS

PROJECT : CNG AND CITY GAS DISTRIBUTION FOR AGARTALA

CITY ITEM : ISOLATION & APPLIANCE VALVES

GROUP – A [APPLIANCE BALL VALVE]

In Rupees

Items Nos.	DESCRIPTION	UNIT	Destination	QTY	Unit Price Ex-works including cost of, Pkg/ fwd, but excluding GST	In Rupees								
						Per Unit GST	Per Unit Freight incl Transit Insurance upto Project Site by Road & all other taxes & duties such as entry tax, octroi	Per Unit GST	Per Unit FOT Site (6+7+8+9)	Total FOT Project Site (5 X 10)				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)				
	Appliance Ball Valves, conforming to ASME B16.33 OR BSEN 331 of following sizes & descriptions as indicated below :													
	<table border="1"> <tr> <th>Size</th> <th>Description</th> </tr> <tr> <td>1/2"</td> <td>Appliance Ball Valves</td> </tr> </table>	Size	Description	1/2"	Appliance Ball Valves									
Size	Description													
1/2"	Appliance Ball Valves													
1.0	1/2"	Nos.	AGARTALA	5000										

GROUP – B [ISOLATION BALL VALVE]

Items Nos.	DESCRIPTION	UNIT	Destination	QTY	Unit Price Ex-works including cost of, Pkg/ fwd, but excluding GST	In Rupees								
						Per Unit GST	Per Unit Freight incl Transit Insurance upto Project Site by Road & all other taxes & duties such as entry tax, octroi	Per Unit GST	Per Unit FOT Site (6+7+8+9)	Total FOT Project Site (5 X 10)				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)				
	Isolation Ball Valves, conforming to ASME B16.33 OR BSEN 331 of following sizes & descriptions as indicated below :													
	<table border="1"> <tr> <th>Size</th> <th>Description</th> </tr> <tr> <td>1/2"</td> <td>Isolation Ball Valves</td> </tr> </table>	Size	Description	1/2"	Isolation Ball Valves									
Size	Description													
1/2"	Isolation Ball Valves													
1.0	1/2"	Nos.	AGARTALA	5000										

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