

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04



A Joint Venture of Andhra Pradesh Gas Distribution Corporation Ltd. and Hindustan Petroleum Corporation Ltd

LIMITED DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT

FOR

**Procurement of 18 no's of CNG Car Dispensers including AMC
for 2 years post warranty period.**

(TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04)

BID DOCUMENT FEE : NIL

**DUE DATE & TIME FOR
BID SUBMISSION : 06.08.2019 1400 Hrs. (IST)**

DUE DATE & TIME FOR BID OPENING: 06.08.2019 1500 Hrs. (IST)

E-mail- rameshna@gail.co.in/jayasree.d@apgdc.com/kavya.gorle@apgdc.in
Website: www.godavariogas.in

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SECTION-I
INVITATION FOR BID
(IFB)

SECTION-I**"INVITATION FOR BID (IFB)"**

Ref No: GGPL/KKD/C&P/PR 2038/2019-20/04

Date: 16.07.2019

To,

PROSPECTIVE BIDDERS**SUB: TENDER DOCUMENT FOR PROCUREMENT OF 18 NOS OF CNG CAR DISPENSERS INCLUDING AMC FOR 2 YEARS POST WARRANTY PERIOD .**

Dear Sir/Madam,

- 1.0 Godavari Gas Private Limited hereinafter called GGPL invites bids from eligible bidders for the subject Procurement, in complete accordance with the following details and enclosed tender documents.
- 2.0 The brief details of the tender are as under:

| | | |
|---|---|--|
| | NAME OF PROCUREMENT / BRIEF SCOPE OF SUPPLY | TENDER DOCUMENT FOR PROCUREMENT OF 18 NOS OF CNG CAR DISPENSERS INCLUDING AMC FOR 2 YEARS POST WARRANTY PERIOD. |
| A | TENDER NO. & DATE | GGPL/KKD/C&P/PR 2038/2019-20/04 Date : 16.07.2019 |
| B | TYPE OF BIDDING SYSTEM | TWO BID SYSTEM |
| C | TYPE OF TENDER | LIMITED DOMESTIC TENDER |
| D | DELIVERY SCHEDULE | 12 Weeks from date of LOA/FOA |
| E | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB) | APPLICABLE Amount: Rs. 2,84,000/- |
| F | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | From 16.07.2019 (18.00 Hrs, IST) to 06.08.2019 (14.00 Hrs, IST) on following websites: (i) GGPLs Tender Website http://www.godavarigas.in |
| G | PRE-BID MEETING | 23.07.2019 (15.00 Hrs, IST) |
| H | UN-PRICED BID OPENING | Date & time: 06.08.2019 /15:00 Hrs |

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| | | |
|---|-----------------|--|
| I | CONTACT DETAILS | Name : A.Ramesh Naik, Designation: Chief Manager (C&P) Phone No. & Extn : 76610129777 e-mail :rameshna@gail.co.in |
|---|-----------------|--|

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In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

~~4.0 In case of e-tendering, the following documents in addition to uploading in the bid on GAIL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-~~

- ~~i) Demand Draft towards Tender fee (if applicable)~~
- ~~ii) EMD/Bid Security (if applicable)~~
- ~~iii) Power of Attorney~~
- ~~iv) Integrity Pact (if applicable)~~

5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply as specified in Tender Document.

9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

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- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.~~
- 12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited



(Authorized Signatory)
Name : A RAMESH NAIK
Designation: Chief Manager (C&P).
E-mail ID : rameshna@gail.co.in
Contact No. : 7661029777

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

| | |
|-------|-------|
| | |
| | |

***(To be pasted on the envelope containing Bid (in case of Manual Tendering)/
Physical documents (in case of e-Tendering))***

SECTION-II

BID EVALUATION

CRITERIA &

EVALUATION

METHODOLOGY

SECTION-II

2.0 BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

2.1 TECHNICAL CRITERIA:

- a) The bidder must be a supplier/ manufacturer of CNG Bus or Car Dispensers.
- b) The bidder must have supplied at least THREE CNG Car/Bus Dispensers in a single order during the last Seven years period reckoned from the date of final bid opening.
- c) The bidder Should have manufacturing/ fabrication facilities with adequate testing/ quality assurance facilities for CNG Bus / Car Dispensers.

Note:

- i) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate/Inspection certificate / Release Notes/ Invoices.
- ii) A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

2.2 FINANCIAL CRITERIA:

- a) The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the preceding three financial years shall be 91.89 Lakhs.
- b) Net worth of the bidder should be POSITIVE as per the last audited financial year.
- c) The minimum working capital of the bidder as per the last audited financial year shall be Rs.18.38 Lakhs.

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If the working capital of the bidder is less than value required above, then the bidder should supplement this with a letter from their bank, having net worth not less than Rs.100 Cr, confirming the availability of line of credit for the value as indicated above.

Annual Turnover- In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate three preceding financial years are not available, the bidder has an option to submit the audited financial results of the three years immediately prior to that. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three preceding financial years.

Net worth and Working Capital: In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Net worth/ Working Capital calculation. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial years.

3.0 DOCUMENTS REQUIRED:

3.1 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC:

Along with techno-commercial bid, the bidder must submit the proof of experience by providing the following:

- i) In support of clause no. 2.2.1 (a), Bidder should submit company registration certificate or any relevant documents.
- ii) In support of clause no. 2.2.1 (b), Bidder should submit PO for supply of CNG Car/ Bus Dispensers of required quantity and Inspection reports/ release notes/ Invoices.
- iii) In support of Clause no. 2.2.1 (c), Bidder should submit any documents showing manufacturing/ fabrication facilities with adequate testing/ quality assurance facilities certified by third party inspection agencies or ISO certificate, TPI certificate etc.

3.2 AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):

The documents required to be submitted by the bidder to substantiate their qualification under Bid Evaluation Criteria shall be as follows:

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- (a) For authentication of document(s) submitted in support of above mentioned Technical Criteria of Bid Evaluation Criteria (BEC):

All the documents mentioned above towards substantiating Bid Evaluation Criteria – Technical, must be duly certified/attested by Chartered Engineer and Notary Public with legible stamp failing which the bid shall be liable for rejection.

- (b) For authentication of document(s) submitted in support of Financial Criteria of Bid Evaluation Criteria (BEC):

The bidder shall submit “Details of Financial Capability of Bidder” in prescribed format as enclosed duly signed and stamped by Chartered accountant.

Further, copy of audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.

4.0 EVALUATION AND COMPARISON OF BIDS:

- a. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates inclusive of all taxes & duties, GST etc.
- b. Bidders are required to quote for complete scope of supply. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- c. SOR quantities are split-able
- d. Price/ Purchase preference shall be applicable as per Govt. rules / guidelines in vogue.
- e. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.

SECTION-III

INSTRUCTION TO **BIDDERS**

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/GGPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply 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 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

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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 GGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") 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 GGPL by the bidder.

It shall be the sole responsibility of the bidder to inform GGPL 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 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 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.

- 2.7 Power of Attorney:

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In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)) : Not applicable

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 3.4 A consortium/JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the JV/

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Consortium or their respective roles/ scope of work, except if and when required in writing by owner. If during the evaluation of bids, a consortium/JV proposes any alteration/ changes in the orientation of consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such a consortium/JV shall be liable for rejection.

- 3.5 Any member of the consortium/ JV shall not be eligible either in an individual capacity or be a part of any other consortium/JV to participate in this tender. Further, no member of the consortium/ JV shall be on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such consortium/ JV shall not be considered for opening/ evaluation/Award.

4 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 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE: NOT APPLICABLE

- 5.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque[in favor of **Godavari Gas Private Limited** payable at place mentioned in **BDS**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway..
- 5.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-

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2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

- 5.4 In the event of a particular tender being cancelled, the tender fee (excluding GST, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.

6 SITE VISIT

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

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

- 6.3 The Bidder shall not be entitled to hold any claim against GGPL 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 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : Scope of Supply & Special Conditions of Contract [SCC]
- Section-V : General Conditions of Contract [GCC]
- Section-VI : Technical Specifications

➤ Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL may respond in writing to the request for clarification. GGPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GGPL's tendering web site <http://www.godavarigas.in> communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.
-

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and GGPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (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) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'

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- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB
- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (t) 'Integrity Pact' as per 'Form F-20'
- (u) 'Indemnity Bond' as per 'Form F-21'
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) 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 bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids 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 of Work and the same will be conclusive and binding on the bidder.

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- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) 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.

~~11.2 In case the bids are invited under e tendering system, bidders are requested to refer instructions for participating in E Tendering enclosed herewith as Annexure III and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL’s E tendering website as follows :-~~

~~11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GGPL’s e tendering portal.~~

~~Further, Bidders must submit the original " EMD & Tender Fee (wherever applicable), Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un priced bid opening.~~

~~Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission 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 Due Date and Time of Bid Submission, 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 7 days from the Due Date of Bid Opening, 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.~~

~~11.2.2 **PART-II: PRICE BID**~~

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~~The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E tendering portal.~~

~~[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]~~

- ~~11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.~~

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST ((**CGST & SGST/UTGST or IGST**)).
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 **Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.** In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR
- 12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

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- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/UTGST or IGST)**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from GGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) 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.

Beyond the contract period, in case GGPL 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 Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case GGPL 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 GGPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

- 13.5 Where the GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services(Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)**quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the GGPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/GGPL will reimburse **GST (CGST & SGST/UTGST or IGST)**to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)**as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)**is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

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- 13.7 GGPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where GGPL 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.

- 13.8 In case GGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where GGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GGPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GGPL or ITC with respect to such payments is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GGPL to Contractor / Supplier.

- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GGPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

13.10 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 Supplier of Goods / Services may note the above and quote their prices accordingly.

- 13.11 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 GGPL. Further, in case

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rating of bidder is negative / black listed after award of work for supply of goods / services, then GGPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GGPL.

- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Godavari Gas Private Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' or '**Letter of Credit**' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' or '**Letter of Credit**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The EMD is required to protect GGPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.

16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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.

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- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GGPL as non-responsive.
- 16.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD 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 Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (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 of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-38”
 - (iii) to accept ‘arithmetical corrections’ as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of ‘Bank Guarantee’ or ‘Letter of Credit’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 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 a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 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. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL 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

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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) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Supply
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) 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 E-PAYMENT

Godavari Gas Private Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

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- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/CONSULTANT /REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 ~~In case of e-tendering, e-tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.~~

In case of manual tendering, bids received by GGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

- 23.3 Unsolicited Bids or Bids 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.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Modification and withdrawal of bids shall be as follows:-

24.1.1 **IN CASE OF E-TENDERING**

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~~The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.~~

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by GGPL prior to the deadline for submission of bid.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

GGPL 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 Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening :*

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

26.2 *Priced Bid Opening:*

26.2.1 GGPL 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.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28 CONTACTING THE EMPLOYER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 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-29.2"
- 29.2 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.
- 29.3 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.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 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 CORRECTION OF ERRORS

30.1 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder 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 shall be re-calculated/ corrected accordingly.
- (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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", GGPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GGPL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GGPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GGPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 SIGNING OF AGREEMENT

37.1 GGPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to GGPL.

37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful

Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases where in the order value as specified in Notification of Award is less than INR 5 Lakh (exclusive of taxes & duties).

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS 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 in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the DLP specified in Bid Data Sheet.

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's website (www.gailonline.com)

39.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GAIL (India) Limited, such decision of GAIL (India) Limited shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
 - iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation

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where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST Entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

In case tendered item is non-splitable or non- dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village

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Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

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40.4 If against an order placed by GGPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill. Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

40.5 The benefit of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

41 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

I) Rates as per SOR, quoted by the Contractor/Bidder.

II) Rate of the item, which shall be derived as follows:

- a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
- b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

43.1 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.

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

43.3 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.

43.4 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfillment of above requirement

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. 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, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / 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.

45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site www.gailonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

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- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL (India) Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.
- 46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire

greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

GGPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47. **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48. **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49. **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, GGPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

50. **PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS**

AMENDED FROM TIME TO TIME) [FOR APPLICABILITY REFER BDS]

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. Further, the Startups are also exempted from submission of EMDs. For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an resource or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise as stated in tender. If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

===== X =====

Annexure-I

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 ”Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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A.9 “Investigating Agency” shall mean any department or unit of GAIL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, during execution of contract, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG)/ Contract Performance Security(CPS) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with GGPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the

agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from GAIL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-II

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/
SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

1.0 **OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with GAIL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 **METHODOLOGY**

i) **Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) **Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) **Initiation of Measures:**

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) **Implementation of Corrective Measures:**

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of GGPL.

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- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

| Sl.No. | Performance Rating | Action |
|--------|--------------------|---|
| 1 | POOR | Seek explanation for Poor performance |
| 2 | FAIR | Seek explanation for Fair performance |
| 3 | GOOD | Letter to the concerned for improving performance in future |
| 4 | VERY GOOD | No further action |

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**

- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

| Sl. No. | Performance Rating | Action |
|---------|--------------------|--|
| 1 | POOR | Seek explanation for Poor performance |
| 2. | FAIR | Seek explanation for Fair performance |
| 3 | GOOD | Letter to the concerned for improving performance in future. |
| 4 | VERY GOOD | No further action |

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 EFFECT OF HOLIDAY

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns,

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group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to GAIL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GAIL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

11. In case GST department brings to the notice of GGPL that a Party has not paid to the credit of the Government the GST collected from GGPL, then party will be put on holiday for a period of six months after following the due procedure.

**GGPL
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

| Performance Parameter | Delivery/ Completion Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------------------|---------------------|--------------------------|-------|
| Maximum Marks | 40 | 40 | 20 | 100 |
| Marks Allotted | | | | |

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

| Sl. No. | Range (Marks) | Rating |
|---------|---------------|-----------|
| 1 | 60 & below | POOR |
| 2 | 61-75 | FAIR |
| 3 | 76-90 | GOOD |
| 4 | More than 90 | VERY GOOD |

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/ Completion Schedule | Delay in Weeks | Marks |
|---|-----------------------|--------------|
| a) Upto 3 months | Before CDD | 40 |
| | Delay upto 4 weeks | 35 |
| | ” 8 weeks | 30 |
| | ” 10 weeks | 25 |
| | ” 12 weeks | 20 |
| | ” 16 weeks | 15 |
| | More than 16 weeks | 0 |
| b) Above 3 months | Before CDD | 40 |
| | Delay upto 4 weeks | 35 |
| | ” 8 weeks | 30 |
| | ” 10 weeks | 25 |
| | ” 16 weeks | 20 |
| | ” 20 weeks | 15 |
| | ” 24 weeks | 10 |
| More than 24 weeks | 0 | |

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

| | | |
|---|--|-------------|
| i) Rejection/Defects | Marks to be allocated on Pro-rata basis for acceptable Quantity as compared to total Quantity for normal cases | 10 marks |
| ii) When quality failure endanger system integration and safety of the system | Failure of severe nature | 0 marks |
| | - Moderate nature | 5 marks |
| | - low severe nature | 10-25 marks |
| iii) Number of deviations | 1. No deviation | 5 marks |
| | 2. No. of deviations ≤ 2 | 2 marks |
| | 3. No. of deviations > 2 | 0 marks |

1.3 RELIABILITY PERFORMANCE**20 Marks**

| | | |
|-----------|---|---------|
| A. | FOR WORKS/CONTRACTS | |
| i) | Submission of order acceptance, agreement, PBG, Drawings and other documents within time | 4 marks |
| ii) | Mobilization of resources as per Contract and in time | 4 marks |
| iii) | Liquidation of Check-list points | 4 marks |
| iv) | Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs | 4 marks |
| v) | Timely submission of estimates and other documents for Extra, Substituted & AHR items | 4 marks |
| B. | FOR SUPPLIES | |
| i) | Submission of order acceptance, PBG, Drawings and other documents within time | 5 marks |
| ii) | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period). | 5 marks |
| iii) | Response to various correspondence and conformance to standards like ISO | 5 marks |
| iv) | Submission of all required documents including Test Certificates at the time of supply | 5 marks |

**GGPL
PERFORMANCE RATING DATA SHEET
(FOR O&M)**

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order / Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contract delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

| Performance Parameter | Delivery Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------|---------------------|--------------------------|-------|
| Maximum Marks | 40 | 40 | 20 | 100 |
| Marks Allocated (*) | | | | |

Remarks (if any)

PERFORMANCE RATING ()**

Note :

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (*) Allocation of marks should be as per enclosed instructions
- (**) Performance rating shall be classified as under :

| Sl. No. | Range (Marks) | Rating |
|---------|---------------|-----------|
| 1 | 60 & below | POOR |
| 2 | 61-75 | FAIR |
| 3 | 76-90 | GOOD |
| 4 | More than 90 | VERY GOOD |

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/ Completion Schedule | Delay in Weeks | Marks |
|---|-----------------------|--------------|
| a) Upto 3 months | Before CDD | 40 |
| | Delay upto 4 weeks | 35 |
| | ” 8 weeks | 30 |
| | ” 10 weeks | 25 |
| | ” 12 weeks | 20 |
| | ” 16 weeks | 15 |
| | More than 16 weeks | 0 |
| b) Above 3 months | Before CDD | 40 |
| | Delay upto 4 weeks | 35 |
| | ” 8 weeks | 30 |
| | ” 10 weeks | 25 |
| | ” 16 weeks | 20 |
| | ” 20 weeks | 15 |
| | ” 24 weeks | 10 |
| More than 24 weeks | 0 | |

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

| | | |
|---|---|-------------|
| i) Rejection/Defects | Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases | 10 marks |
| ii) When quality failure endanger system integration and safety of the system | Failure of severe nature | 0 marks |
| | - Moderate nature | 5 marks |
| | - low severe nature | 10-25 marks |
| iii) Number of deviations | 1. No deviation | 5 marks |
| | 2. No. of deviations ≤ 2 | 2 marks |
| | 3. No. of deviations > 2 | 0 marks |

1.3 RELIABILITY PERFORMANCE**20 Marks**

| | | |
|-----------|---|---------|
| A. | FOR WORKS/CONTRACTS | |
| i) | Submission of order acceptance, agreement, PBG, Drawings and other documents within time | 4 marks |
| ii) | Mobilization of resources as per Contract and in time | 4 marks |
| iii) | Liquidation of Check-list points | 4 marks |
| iv) | Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs | 4 marks |
| v) | Timely submission of estimates and other documents for Extra, Substituted & AHR items | 4 marks |
| B. | FOR SUPPLIES | |
| i) | Submission of order acceptance, PBG, Drawings and other documents within time | 5 marks |
| ii) | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period). | 5 marks |
| iii) | Response to various correspondence and conformance to standards like ISO | 5 marks |
| iv) | Submission of all required documents including Test Certificates at the time of supply | 5 marks |

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL | |
|-------------------------------|---|
| ITB clause | Description |
| 1.2 | The Invitation for Bids/ Tender no is : GGPL/KKD/C&P/PR 2038/2019-20/04 |
| 1.1 | The Employer/Owner is: Godavari Gas Private Limited, |
| 2.1 | The name of the Works/Services to be performed is: TENDER DOCUMENT FOR PROCUREMENT OF 18 NOS OF CNG CAR DISPENSERS INCLUDING AMC FOR 2 YEARS POST WARRANTY PERIOD |
| 3 | BIDS FROM CONSORTIUM/JOINT VENTURE : NOT APPLICABLE |
| 5.2.1 | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <i>Godavari Gas Private Limited</i> payable at Rajamahendravaram, E.G Dist Andhra Pradesh |
| B. BIDDING DOCUMENT | |
| ITB clause | Description |
| 8.1 | For clarification purposes only, the communication address is: Attention: Ramesh Naik A, CM (C&P) Street Address: Door No. 70-14-5/1, Floor/Room number: Siddarth Nagar, Near RTO office, City: Kakinada- 533001, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in/jayasree.d@apgdc.com/kavya.gorle@apgdc.in |
| C. PREPARATION OF BIDS | |
| ITB clause | Description |

| | | | | | |
|--|---|-----|--------------------------|----|--------------------------|
| 11.1.1 (u) | The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Indemnity Bond _____ | | | | |
| 12 | Additional Provision for Schedule of Rate/ Bid Price are as under: NIL | | | | |
| 12. & 13 | Whether GGPL will be able to avail input tax credit in the instant tender: Currently no. <table border="1" data-bbox="448 712 1134 913"> <tr> <td data-bbox="448 712 810 792">YES</td> <td data-bbox="810 712 1134 792"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="448 792 810 913">NO</td> <td data-bbox="810 792 1134 913"><input type="checkbox"/></td> </tr> </table> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| YES | <input type="checkbox"/> | | | | |
| NO | <input type="checkbox"/> | | | | |
| 14 | The currency of the Bid shall be INR | | | | |
| 15 | The bid validity period shall be 3 Months from final 'Bid Due Date'. | | | | |
| 16.1 | In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Godavari Gas Private Limited payable at Rajamahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002423 | | | | |
| D. SUBMISSION AND OPENING OF BIDS | | | | | |
| ITB clause | Description | | | | |
| 18 | In addition to the original of the Bid, the number of copies required is one. | | | | |
| 22 | The E-Tender No. of this bidding process is: <u>Not applicable</u> | | | | |
| 22.3 and 4.0 of IFB | For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: Ramesh Naik A, CM (C&P) Street Address: Door No. 70-14-5/1, Floor/Room number: Siddarth Nagar, Near RTO office, | | | | |

| | |
|--|---|
| | City: Kakinada- 533001, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in/jayasree.d@apgdc.com/kavya.gorle@apgdc.in |
| 26 | The bid opening shall take place at: Godavari Gas Private Limited Attention: Ramesh Naik A, CM (C&P) Street Address: Door No. 70-14-5/1, Floor/Room number: Siddarth Nagar, Near RTO office, City: Kakinada- 533001, East Godavari Dist., Andhra Pradesh, Country: India Email: rameshna@gail.co.in/jayasree.d@apgdc.com/kavya.gorle@apgdc.in Date: 06.08.2019/ Time: 15:00 Hrs |
| E. EVALUATION, AND COMPARISON OF BIDS | |
| ITB clause | Description |
| 32 | Evaluation Methodology is mentioned in Section-II. |
| 33 | Compensation for Extended Stay: NOT APPLICABLE |
| 40 | Public Procurement policy for Micro and Small Enterprises: APPLICABLE |
| 50 | Provisions for Start-Ups: NOT APPLICABLE |
| | |
| F. AWARD OF CONTRACT | |
| ITB clause | Description |
| 37 | State of which stamp paper is required for Contract Agreement: Andhra Pradesh |
| 38 | Contract Performance Security/ Security Deposit : Applicable If applicable: 10 % of contract value. |
| 40 | Whether tendered item is splittable or divisible : YES |
| 41 | Provision of AHR Item : Not Applicable |
| Clause no. 27.3 of GCC | Bonus for Early Completion: Not Applicable |

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04



FORMS & FORMAT

LIST OF FORMS & FORMAT

| Form No. | Description |
|-----------------|---|
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| F-2 | BID FORM |
| F-3 | LIST OF ENCLOSURES |
| F-4 | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY" |
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| F-15 | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE |
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| F-17 | FORMAT FOR CONSORTIUM/JV AGREEMENT |
| F-18 | BIDDER'S QUERIES FOR PRE BID MEETING |
| F-19 | E-BANKING FORMAT |
| F-20 | INTEGRITY PACT |
| F-21 | INDEMNITY BOND |

F-1**BIDDER'S GENERAL INFORMATION**

To,
M/s GGPL
Rajahmahendravaram

TENDER NO:

| | | |
|----|--|--|
| 1 | Bidder Name | |
| 2 | Status of Firm | Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration] |
| 3 | Name of Proprietor/Partners/Directors of the firm/company | |
| 4 | Number of Years in Operation | |
| 5 | 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: |
| 6 | 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.) |

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| | | |
|----|--|---|
| 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 | GST no. | [Enclose copy of GST Registration Certificate] |
| 20 | EPF Registration No. | [Enclose copy of EPF Registration Certificate] |
| 21 | ESI code No. | [Enclose copy of relevant document] |
| 22 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i> |
| 23 | Whether Micro/Small/Medium Enterprise | (Bidder to submit documents as specified it ITB) |
| 24 | Type of Entity | Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same). |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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F-2
BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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 as specified in BDS 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 "thirty [30] 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:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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. Tender Fee*
8. Integrity Pact*
9. Power of Attorney*
10. 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:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

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,

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2,2nd Floor, Above Happy Home Furniture Shop,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
East Godavari Dist, Andhra Pradesh

SUB:

TENDER NO:

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 Godavari Gas Private Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GAIL, 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 along with documentary evidence.

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F-4A
PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2, 2nd Floor,
Above Happy Home Furniture Shop,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
East Godavari Dist, Andhra Pradesh

SUB:

TENDER NO:

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

Validity of this Irrevocable: (in India)
Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are hereby authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by **Godavari Gas Private Limited**, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to **Godavari Gas Private Limited** during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
 - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).

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2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature
(Original Bank)

Counter Signature



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E-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,
M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:
TENDER NO:

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: @

[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 **Godavari Gas Private Limited**.

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F-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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E-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL or the Ministry of Petroleum and Natural Gas.

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 GAIL 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 the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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 GAIL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

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

To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____ dated _____ for **Godavari Gas Private Limited** having registered office at(herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/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/Scheduled Commercial Bank, undertaking full responsibility to indemnify **Godavari Gas Private Limited**, in case of default.

The said M/s. _____ 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/order/contract or in payment of any money payable to **Godavari Gas Private Limited** we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL 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 order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

- M/s. _____ 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 is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/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/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. 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. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.

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7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/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 Supplier/Contractor to be in default under the order/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.

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F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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 GST | CGST:.....% SGST:.....% IGST:.....% Total :% |
| 4.1 | Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax | Yes/ No In case of Yes, please specify GST) payable by: GGPL:.....% Bidder:.....% |
| 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 Security will be furnished as per Bid Document. | |
| 7. | Confirm that Contract Performance Security 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. | |

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| Sl. | DESCRIPTION | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| 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 period specified in BDS 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 read in conjunction with Bid Data Sheet (BDS). | |
| 14. | Confirm that Annual Reports for the last three financial years are furnished along with 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/ GGPL 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:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

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 GGPL issued the tender, by filling up the Format)

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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 :

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F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

F-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

| | | | |
|-----|---|--|---|
| 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/ uploaded in case of e-bid. | | 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:



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F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER’S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(To be provided on Bank’s letter head)

Date:

To,
M/s. Godavari Gas Private Limited

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 GGPL’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 CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

| Description | Year _____ |
|--------------|-------------------|
| | Amount (Currency) |
| 1. Net Worth | |

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

| Description | Year _____ |
|---|-------------------|
| | Amount (Currency) |
| 1. Current Assets | |
| 2. Current Liabilities | |
| 3. Working Capital (Current Assets-Current liabilities) | |

****Refer Instructions***

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04

Name of Audit Firm: [Signature of Authorized Signatory]
Chartered Accountant/CPA Name:
Date: Designation:
Seal:
Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. 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 plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

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F-17

~~(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE
ALLOWED)~~

~~FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)~~

CONSORTIUM/JV AGREEMENT



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F-18
BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

Sub :

Tender No :

| SL. NO. | REFERENCE OF BIDDING DOCUMENT | | | | BIDDER'S QUERY | GGPL'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 : _____

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F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Godavari Gas Private Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GAIL (India) Limited responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. -----
with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date
bank)

(Signature of authorized officer of

F-20
INTEGRITY PACT

INTRODUCTION:

Godavari Gas as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (Godavari Gas) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GGPL’s confidential information to any third party unless specifically authorized by GGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against GGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

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INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by GGPL, in terms of Integrity Pact(IP) which forms part of GGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, D. No.85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry – 533107.

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as “Principal”).

AND

_____ (here-in-after referred to as “The Bidder/
Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation ‘Transparency International’ (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled..
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
- i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
- iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make

to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

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1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

**Section 7 – Criminal charges against violating Bidders /
Contractors / Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him

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by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.

7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause

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provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

| | |
|--|--|
| <p>-----</p> <p>(Name & Designation) For the Principal</p> | <p>-----</p> <p>(Name & Designation) For the Bidder/Contractor</p> |
| <p>Place -----</p> | <p>Witness 1: -----</p> |
| <p>Date -----</p> | <p>Witness 2: -----</p> |

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**F-21
INDEMNITY BOND**

NOT APPLICABLE

SECTION – IV

SCOPE OF SUPPLY

&

SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION

1.0 PROJECT OVERVIEW

Godavari Gas Private Limited (GGPL) is a Joint Venture of Andhra Pradesh Gas Distribution Corporation Limited (APGDC) and Hindustan Petroleum Corporation Limited (HPCL). Godavari Gas Private Limited (GGPL) is executing City Gas Distribution (CGD) Projects to supply Natural Gas to Domestic, Commercial, Industrial and Automobile Consumers in East and West Godavari district of Andhra Pradesh. Godavari Gas Private Limited (GGPL) is presently operating 7 nos. Daughter Booster Stations (DBS) and one mother station in East and West Godavari Districts of Andhra Pradesh. The objective is to supply Natural Gas to both Domestic and Commercial Customers, and to provide compressed natural gas (CNG) as a fuel for vehicles.

The following specification is intended to give the bidder the technical and operating conditions the CNG Car Dispensers must fulfill. Features other than those indicated which calls for an improved design, increase in efficiency, enhanced reliability, optimization etc. may be accepted subject to GGPL's approval and to be indicated separately describing all advantages. The scope shall include design, engineering, manufacturing, assembly, factory testing, supply including packaging insurance, handling transportation of Dispenser, loading and unloading at sites, documentation etc., and providing all related services including installation, integration, site acceptance testing, trail run and commissioning spares, all drawings, documents etc., complete in all respect of CNG Car Dispensers.

2.0 DESIGN BASIS

Gas from storage cascade or compressor through priority panel is dispensed to CNG vehicles like Car, Autos and Buses via dispenser. The Car Dispenser shall have Twin Arms, each with a flow capacity of 15 kg/min under discharge to atmospheric condition. Instrument Air shall use for pneumatic controls of Dispenser and

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Instrument air / Exe proof electronically controlled solenoid shall be used for such purpose.

Each unit to have full automatic microprocessor based sequencing of 3 cylinder banks connected to dispenser through independent high pressure Stainless Steel (SS) tubes. Dispenser to have pressure control device to restrict fill pressure to 210 kg/cm²g at maximum allowable filling pressure for natural gas vehicle cylinder as per standard supply. Pressure control device to ensure complete shut off of gas flow at the pre-set pressure with dead band shift and shut off error within 2% of range. The preset fill pressure can vary from 150 kg/cm²g to 255 kg/cm²g. The pressure control device to have provision to manually set pressure between above range.

3.0 SCOPE OF WORK FOR CNG DISPENSERS

The scope of work of the car dispensers are (quantity as per MR) of double arm type having flow capacity of 15 kg/min under discharge to atmospheric condition. The dispensers shall be as per the technical specification defined elsewhere in the documents.

- 3.1** Any other items required for safe and accurate operation of Dispenser.
- 3.2** Any spare required during commissioning shall be in the scope of vendor. If any spare during commissioning borrowed from AMC spare shall be replaced by vendor, free of cost.
- 3.3** Supply of complete O&M manual (along with instruments datasheet & schedule, bill of materials, instrument hook-up diagram, electrical wiring diagram, control logic algorithm & flowchart and certificates & user guide of bought out items) for each dispenser for easy operation & troubleshooting.
- 3.4** Supply of drawings & documents, application program, ladder logic, list of error codes with description for programming the dispenser parameter.
- 3.5** Supply of Instrumentation & Electrical items required as per Specification. All Internal cables shall be supplied with double compression type of cable glands tested & certified to be used in hazardous area classified as Zone-I. All equipments, Ex. Proof JB and accessories also to be supplied and erected as per requirements.
- 3.6** The supplier shall quote for On-Site Training to Client personals.
- 3.7** The supplier shall quote for AMC with spares for 2 years after warranty period separately.

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3.8 The supplier shall quote for two years Maintenance Contract including Manpower and spares separately in the SOR. The two years Maintenance Contract will come into force only after one- year warranty period.

4.0 EXCLUSION

Civil Foundation & Trenches for pipes will be done by other contractor.

Site Installation and Erection. However site supervision during installation is included in bidder's scope.

Scope of Supply

| Item No | Description | Quantity (Nos.) | Remarks |
|---------------------------|--|-----------------|---------|
| CNG CAR DISPENSERS | | | |
| 1. | Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling transportation of Dispenser, loading and unloading at sites, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, commissioning spares, AMC during warranty period, all drawings , documents and licensed software & hardware, converters, cables etc. conforming to Technical Specification for CNG Dispenser. [including Onsite Training of each Purchaser's Personnel for Max. 3 (three) days for Car and bus Dispenser] | - | - |
| a. 0 | CNG CAR Dispensers : Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG car dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer). | 18 | - |
| a. 1 | Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 2 years after warrantee period inclusive of all manpower, spare, consumables and spares etc., | 18 | - |

DATA SHEET - CNG DISPENSER FOR CAR

| | | | | | |
|----|--|---|--|--|--|
| 1 | GENERAL | | | | |
| 2 | PROJECT: GGPL CNG PROJECT FOR EAST AND WEST GODAVARI DISTRICTS OF AP | | | | |
| 3 | OWNER: M/S GGPL | | | | |
| 4 | SERVICE: DISPENSER FOR CNG STATIONS | | | | |
| | SITE: | ANDHRA PRADESH | | | |
| | NO. REQD.: | As per MR | | | |
| 5 | DISPENSER CONFIGURATION: | DUAL HOSE (TWO SIDES) | | | |
| 6 | NOTE: <input checked="" type="checkbox"/> SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER <input type="checkbox"/> INFORMATION REQUIRED FROM VENDOR. | | | | |
| 7 | <input type="checkbox"/> MANUFACTURER: | <input type="checkbox"/> MODEL NO.: | | | |
| 8 | <input type="checkbox"/> PLACE OF MANUFACTURE: | | | | |
| 9 | <input checked="" type="checkbox"/> No OF LINES: Three. | <input checked="" type="checkbox"/> FRAME MATERIAL: STAINLESS STEEL 304 | | | |
| 10 | <input checked="" type="checkbox"/> POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±10%, 50 HZ ± 2%. | <input type="checkbox"/> POWER CONSUMPTION: | | | |
| 11 | <input checked="" type="checkbox"/> INLET GAS PRESSURE: 255 kg/cm2 (g) | <input checked="" type="checkbox"/> FILL PRESSURE: 210 kg/cm2 (g) | | | |
| 12 | <input checked="" type="checkbox"/> METERING: CORIOLIS MASS FLOW WITH INTEGRAL DISPLAY | <input checked="" type="checkbox"/> FLOWRATE: Max : 15 Kg/Min. Nom :9kg/min, Min : 2.5 kg/min. | | | |
| 13 | <input checked="" type="checkbox"/> TEMPERATURE RANGE: (-) 10°C to 70°C | | | | |
| 14 | <input checked="" type="checkbox"/> TUBE PRESSURE RATING: 5000 psi | | | | |
| 15 | <input checked="" type="checkbox"/> FILL NOZZLE TYPE: NZS type One side & NGV1 other side | <input checked="" type="checkbox"/> FILL VALVE TYPE: 3-way Valve | | | |
| 16 | <input checked="" type="checkbox"/> BREAKAWAY COUPLING: YES | <input checked="" type="checkbox"/> COUPLING SIZE: 3/8" | | | |
| 17 | <input checked="" type="checkbox"/> VENT RETURN COUPLING: YES | <input checked="" type="checkbox"/> COUPLING SIZE: 1/8" | | | |
| 18 | <input checked="" type="checkbox"/> FILL HOSE TYPE: TWIN | <input checked="" type="checkbox"/> FILL HOSE SIZE: 3/8" | | | |
| 19 | <input checked="" type="checkbox"/> FILL HOSE LENGTH: 4.0 M | <input checked="" type="checkbox"/> MAX BURST PRESSURE: FOUR TIMES TO THE WORKING PRESSURE | | | |
| 20 | <input checked="" type="checkbox"/> SOLENOID / PNEUMATIC VALVE: YES | <input checked="" type="checkbox"/> EMERGENCY SHUTDOWN BUTTON (ESD): REQUIRED | | | |
| 21 | <input checked="" type="checkbox"/> HOSE RETRACTOR: YES | | | | |
| 22 | <input checked="" type="checkbox"/> CAPTURED VENT: YES | | | | |
| 23 | <input checked="" type="checkbox"/> TEMPERATURE COMPENSATION: YES (Selectable) | | | | |
| 24 | <input checked="" type="checkbox"/> SITE / INSTALLATION DATA | | | | |
| 12 | SITE DATA: | | | | |
| 13 | AMBIENT TEMP. (°C): | MAX: 48 | | | |
| | | MIN: 18 | | | |
| 14 | RELATIVE HUMIDITY (%): | MAX: 97 % | | | |
| | | | | | |
| 15 | ALTITUDE (M): | -- | | | |

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| | | |
|----|--|-----------------------------------|
| 28 | EARTH QUAKE | WIND VELOCITY (KM/HR) (MAX) |
| 29 | INSTALLATION: <input checked="" type="checkbox"/> OUTDOOR | |
| 30 | <input checked="" type="checkbox"/> MOUNTED ON A FORE COURT, | |

| | | | | |
|----|---|---|-------------------------------------|-------------------------------------|
| 31 | ■ ELECTRICAL AREA HAZARD: | | | |
| 32 | CLASS/ZONE: CLASS I ZONE I | DIVISION: I | GAS GROUP: D, GROUP IIA, IIB | |
| 33 | APPLICABLE CODES AND STANDARDS | | | |
| 34 | DISPENSER APPROVALS: AS PER STANDARD | APPLICABLE | TUBING: STAINLESS STEEL | |
| 35 | ■ VALVE PRESSURE TEST: IF USED | | | |
| 36 | UTILITIES DATA | | | |
| 37 | ■ Electricity: AC230V± 10%, 1 pH, 50Hz± 2% | | | |
| 38 | Solenoid Valves: | A.C/D.C | V | Ph Hz |
| 39 | Electronic PCBs: | A.C/D.C | V | Ph Hz |
| 40 | Mass Flow meters | A.C/D.C | V | Ph Hz |
| | Electrical connection (Cable gland to be provided by the vendor for 2.5mm ² x3 Cable) : | | | |
| 41 | <input type="checkbox"/> Total Consumption | | | |
| 42 | Solenoid Valves:(Watts) | | | |
| 43 | Electronic PCBs (Watts) | | | |
| 44 | Mass Flow meters: (Watts) | | | |
| 45 | ■ MATERIALS | | | |
| 46 | Component Materials | | | |
| 47 | Solenoid Valve | Brass | | |
| 48 | Spring Loaded Regulator | Brass | | |
| 49 | Pneumatic Valve | SS | | |
| 50 | 2-way Isolation Valve | SS | | |
| 51 | 3-way filling valve | SS | | |
| 52 | Coalescing Filter | SS / BRASS | | |
| 53 | Tube 3/8" | SS | | |
| 54 | Bleed Valves | SS | | |
| 55 | INSPECTION AND TESTS | | | |
| 56 | Material Composition and Physical Properties Certificates Required For: | | | |
| 57 | <input checked="" type="checkbox"/> Solenoid Valve | <input checked="" type="checkbox"/> Spring Loaded Regulator | | |
| 58 | <input checked="" type="checkbox"/> Tube | <input checked="" type="checkbox"/> Hose | | |
| 59 | <input type="checkbox"/> Coalescing Filter | <input type="checkbox"/> Bleed Valve | | |
| 60 | | Required | Observed | Witnessed |
| 61 | <input checked="" type="checkbox"/> Shop inspection by Purchaser during manufacture | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 62 | <input checked="" type="checkbox"/> Functional/Tests | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 63 | <input checked="" type="checkbox"/> Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 64 | <input type="checkbox"/> WEIGHTS | | | |
| 65 | Overall supply (including, all components and packing crate) Kg. approx. | | | |
| 66 | Maximum erection weight Kg. Approx. | | | |
| 67 | SCOPE OF SUPPLY | | | |
| 68 | <input checked="" type="checkbox"/> Dispenser Assembly complete. | | | |

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| | |
|----|---|
| 69 | ■ Vendor Data as specified |
| 70 | NOTE : a) Refer checklist for scope of supply |
| | b) Specific Conductivity of Filling Hose: 0.512 Mega ohms for length up to 180", 3.5 Mega ohms for length over 180" and up to 1200" |

TECHNICAL SPECIFICATION FOR CNG DISPENSER
1.0 TECHNICAL SPECIFICATIONS

The specifications described herewith are intended to give vendor the technical & operating conditions, the Dispenser must fulfill. These are to be referred along with relevant description including in earlier sections. Vendor may indicate in his bid, the additional features, which his dispenser has in terms of better design, enhance reliability etc., however such feature may be accepted subject to Client's review and approval.

1.1 CNG COMPOSITION

| Component | Normal Gas Composition Range (Mol %) | Design Case Composition Range (Mol %) |
|---------------|--------------------------------------|---------------------------------------|
| Methane | 82.0 – 99.0 | 95.21 |
| Ethane | 7.5 – 0.9 | 1.82 |
| Propane | 3.5 – 0.0 | 0.57 |
| i-Butane | 0.75 – 0.0 | 0.20 |
| n-Butane | 0.75 – 0.0 | 0.13 |
| i-Pentane | 0.15 – 0.0 | 0.06 |
| n-Pentane | 0.15 – 0.0 | 0.05 |
| Hexanes | 0.25 – 0.0 | 0.21 |
| Carbondioxide | 4.9 – 0.0 | 1.46 |
| Nitrogen | 0.08 – 0.0 | 0.29 |
| H2S | 0.00001 | 0.00001 |
| Total | 100.0 | 100.0 |

1.2 CNG SPECIFICATION

The CNG specification should meet the IS 15403:2000 (E) natural gas quality designation for use as a compressed fuel for vehicles.

The proposed specification of the CNG is as follows:

| | | |
|------------------------|---|--------------------------------|
| Gas Temperature | : | -10 °C to 70 °C |
| Oil Content | : | 10 ppm |
| Particulate matter | : | < 5 microns |
| Odorant (Mercaptan) | : | ≤10 mg/sm ³ (Ethyl) |

1.3 CNG STATION DESIGN PARAMETERS

1.3.1 MOTHER STATION

| | | |
|---------------------|---|--------------------------------|
| Inlet Pressure | : | 12 to 19 kg/cm ² g |
| Outlet Pressure | : | 210 – 255 kg/cm ² g |
| Design Pressure | : | 280 kg/cm ² g |
| Design Temperature | : | 65 °C |
| Compressor Capacity | : | 600 SCMH |
| Cascade Capacity | : | 4500 Litre of water |

1.3.2 DAUGHTER BOOSTER STATION

| | | |
|---------------------|---|--------------------------------|
| Suction Pressure | : | 30 to 210 kg/cm ² g |
| Outlet Pressure | : | 210 – 255 kg/cm ² g |
| Design Pressure | : | 280 kg/cm ² g |
| Design Temperature | : | 65 °C |
| Compressor Capacity | : | 250 SCMH |
| Cascade Capacity | : | 3000 Litre of water |

1.4 DISPENSER:

Each dispenser should have the following specifications:

- Should be fast fill electronic type and display the following key information on the dispenser with liquid crystal back-lit display for night viewing, showing:
 - Quantities of gas dispensed in kg (5 digits in 2 decimal points i.e., 000.00)
 - Unit cost of gas dispensed in Rupees, INR/kg (5 digits in 2 decimal points i.e., 000.00)
 - Complete transaction value in INR (6 digits in 2 decimal points i.e., 0000.00)
 - There should be 4 displays, Two on each side of the car dispenser (total 4 sets of 3 rows displays for each dispenser).
 - There should be 2 displays, one on each side of the bus dispenser (total 2 sets of 3 rows displays for each dispenser).
 - Displays must remain active for at least 15 minutes after power failure
- The decimal point required to be adjustable through software programme. The complete transaction value in INR can be round off to nearest INR through software. Non-reset table and non-volatile totalizers' upto 999999 for total CNG sold in kgs with an independent battery backup. Since these dispensers are used for custody transfer purpose, the totalizers should not reset in any eventuality not even in case

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of electronic failure. The vendor should provide suitable arrangement outside the flameproof electronic box (on the dispenser body) for reading the dispenser totalizers.

- Physical design should be of stainless steel body with doors / panels to minimize corrosion and, on-going wear and tear. The dispenser should have tamper-proof locking arrangement. The cabinet should be suitably designed to accommodate all valves, fitting flow meter and all required electronic equipment.
- Front / side mounted nozzle come with lockable holder and safety lever / latch to firmly hold the nozzle when not in use.
- Each dispenser side should be equipped with authorization / on-off switch and 4 inches dial pressure gauge (0- 400 bar). Vendor shall provide a bypass isolation valve with associated tubing to facilitate routine servicing calibration of pressure gauges without shutdown of the dispenser.
- Each car dispenser unit should have 02 flexible electrically conductive connector hoses and vent hose. Vendor should also include supply of Breakaway coupling in the hoses.
- Specific Conductivity of Filling Hose: 0.512 Mega ohms for length up to 180", 3.5 Mega ohms for length over 180" and up to 1200". Vendor shall demonstrate the function of breakaway coupling during performance test.
- One no. Manual Shut-off valve for each fill hose has to be considered.
- Interconnecting (1/2" car with 1/2" to 3/4" adapter) tubing /piping, fittings, high flow valves and NRV's as required.
- Fast filling 3 bank sequencing system for car, sequencing system should be in-built to the dispenser unit.
- Overfill protection shall be through electronically programmed hose to terminate the fill after 220 Kg/cm²g. Vendor shall include 2 nos. transducers per hose. Pressure relief valve shall be provided to avoid overfilling.
- Relief valve set pressure shall be at 230 kg/cm²g with resetting at 225 kg/cm²g. Relief valve setting to be adjustable from 215 kg/cm²g to 240

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kg/cm²g with resetting at 210 to 235 kg/cm²g respectively. 2 Nos. of transducer per hose has been envisaged to terminate the filling. If due to some malfunctioning, both transducers are not working well, relief valve shall pop for safety purpose to avoid over filling. Calibration certificate shall be provided.

- Vendor to provide means of temperature compensating the final limit fill pressure to 210 kg/cm²g equivalent at 15 degree C, if ambient temperature is below 15 degree C
- Built-in coalescing unit of 3-5 microns with High Body Frame (Legend) in order to facilitate the easy maintenance of dispenser. Vendor to provide suitable arrangement to collect the drained oil outside the dispenser by necessary tubing.
- Easy to read lighted display – explosion proof backlighting or LED
- Separate non-resettable straight forward reading totalizer. Totalizer will be only at dispenser.
- The components of the flexible hoses are to be factory tested after assembly and before use to at least 5,000 psig. Copies of test certificates should be provided together before the delivery of the dispenser unit.
- Connection for the flexible hose should be designed with a burst pressure of at least four times the most severe pressure and temperature conditions expected.
- ESD button to be mounted on both side of the dispenser front panel and to be easily reached during emergencies.
- One set each of (1/2 “ for car with 1/2” to 3/4” adopter) isolation valves complete with venting line valve and end plug should be installed on the inlet steel pipe of the dispenser. The valve should be located immediately before the dispenser and should be accessible to the maintenance personnel.
- Refueling procedure / instruction complete with diagram or icons type figures should be installed on each side of refueling hoses for each dispenser unit.

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- Dispenser electrical equipment and instrumentation wiring should be approved to meet the hazardous area classification Class-I, Division I, Group D as per NEC or Zone I, Group II A/ II B as per IS/ IEC, certification required on all components.
- Filling of vehicle from the dispenser (Car) should be of the following sequence: 1st sequence - from low bank and (high) initially 2nd sequence - from medium bank 3rd sequence - from high bank
- Dispenser equipment such as pressure gauge, authorization switch, emergency shut-off valve, filling nozzle, ESD button should be provided with labeling / tagging. Dispenser should be automatically and immediately shut off CNG supply to each fill hose individually in case of:
 - i) Power failure
 - ii) Loss of display
 - iii) Failure of Metering
 - iv) Flow beyond high and low limits
 - v) Failure of Totalizer
 - vi) Overfill by quantity and/or pressure
 - vii) Failure of pressure sensing transmitter transducer.
 - viii) Passing of Pneumatic ball valve / electro valve
 - ix) Repeated operation of reset or start/ stop switch.
 - x) Removal of any electrical wire connected to controller.

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- xi) Program step is in hold due to any error.
- Vendor should indicate overall CV of dispenser from inlet of the dispenser up to outlet probe including mass flow meter, interconnecting tubing, valves, hoses, nozzles etc.,
 - The dispenser shall be shipped in fully wired and assembled condition. Only gas supply connection, Instrument Air supply connection and power supply connection shall be made on site.
 - Vendor should include in his scope provision of base frame to be embedded in the foundation. Bidder shall supply base frames in separate packing.
 - Vendor shall include a separate pressure relief valve in case gas pressure regulator used of valve actuator fails.
 - Dispenser end connections should be (½” for car with ½” to ¾” adopter) tube fitted with (½” for car) union with nut and front and back ferrule.
 - All the vents (eg. Actuator, PSV, fill hose) shall be taken out from top of the dispenser.
 - The car dispensers shall be designed to handle flow rate of 15 kg/min under discharge to atmospheric condition. The dispensers shall be suitable for a turn down of not less than 20:1 on flow.
 - Dispensers shall be based on three banks sequential filling. The sequential panel shall be within the cabinet of the dispenser itself and not as a separate unit.
 - The normal operating pressure of CNG at dispenser inlet shall be 255Kg/cm² (g).
 - Once the particular-cycle of filling has been completely stopped (on achieving the maximum fill pressure and/or minimum flow rate) then next filling can be started only after initialization.
 - The normal operating temperature of wetted parts of dispenser shall be (-) 10°C to 60°C.

- Designing of the dispensers would take into account severity of service. The dispensers shall be designed in such a way as to operate in cyclic (start, fill, stop, start.) round the clock basis with about 1 minute (typical to be adjusted as per requirement) interval between stop and start modes. The dispenser also to work satisfactorily when the time between stop and start is indefinitely high, e.g. during full time or when the dispenser is commissioned after it was decommissioned for prolonged period or in storage after initial commissioning. For this purpose if any specific storage facility is required, the same to be indicated by the bidder.
- Any other item required for safe and accurate operation of Dispenser.
- Supply of application program, ladder logic, and list of error codes with description for programming the dispenser parameter.

1.5 CABINET

- Complete cabinet shall be of Stainless Steel (SS-304) and shall have tamper proof locking arrangement. Cabinet wall thickness shall not be less than 1.0 mm. Cabinet shall be sized to accommodate all electrical, electronic and mechanical components for metering and display within the cabinet. Cabinet shall be designed to protect all tubing, pressure gauges, valves, fittings, electrical & electronics item from tampering, rain, dust, vermin etc. Dispenser cabinet shall be provided with adequate size bottom opening for the entry of gas supply line/lines and power supply connections. Adequate ventilation shall be provided so that there is natural convection current and cooling takes place inside. Cabinet shall be structurally robust and should not resonate at the frequencies emanated during normal flow or during choked flow through the nozzles, breakaway coupling or valves etc.

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- Appropriately plugged drain valves of the filter outside the dispenser housing with suitable arrangement to collect the drained oil to facilitate the operator to drain the oil on regular basis without requiring opening the lock of the dispenser cabinet. The layout of tubing and other component should be such that it gives unhindered access to all parts and maintenance becomes easy.
-
- Client's Logo and name to be displayed on both sides of dispensers, in Client approved color scheme. Client's Logo and name shall be painted on stainless steel panel with an appropriate colored background or alternatively, vendor shall provide self-adhesive PE film sheet with Client's Logo and name. The artwork shall be of three colors. The colors, Logo size and name size shall be informed to successful bidder.
- The dispensers shall be shipped in fully wired and assembled condition. Only gas, air supply and power supply connection shall be made at Site.
- Legend High Body Frame (Legend) shall be of appropriate height and shall allow free movement of flexible hose, prevent strain on the fill hose connection and avoid touching of ground.
- **FILL HOSE & FILL NOZZLE**
- Electrically conductive fill hose shall be included for supply of Dispensers meeting the requirement of NFPA- 52 and NGV 4.2.
- Fill hose shall have Sherex CT-5000 Nozzle or equivalent suitable to fill Sherex / OPW CL-5078 bus receptacle. Nozzle shall be designed for high frequency use with a minimum cycle of 1, 00,000.

a) For Car Dispenser

Two CNG flexible electrically conductive twin (fill and vent) hoses with two nozzles with captive vent including 3-way valve for filling or venting are required. Hoses should be fitted with NZS-5245 nozzle on one side and NGV1 nozzle with NZS adaptor on other side. Each hose

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should be 3/8" ID working pressure 250 kg/cm²g and at least 4 m long.

- One number of holster/cradle for fills nozzles along with weather caps for the protection of nozzles.
- Vendor has supply the dispensers with solenoid valve made of ANSI 316 SS for ON-OFF control of flow. Vendor to ensure the system design in such a way that any gas if passes, should be recorded by mass flow meter & there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves. In case of solenoid valve, the actuator and Ball valve assembly shall be fatigue free and retain tight shut off characteristics at least for 5000 operation hours. These actuators would be air fail to close spring-loaded type. Linkage with ball valve would be tamper proof by providing a sealed sleeve so that ball valve stem is not accessible from outside easily. Also, the actuator cannot be mechanically rotated from outside even though position indicator would be provided on its body. Venting of air would be passage in such a way that venting of air cannot be obstructed either in the solenoid or in the actuator. The combination of SOV, Solenoid valve would constitute power fail-safe valve. The whole system has to be very fast acting and response time fraction of second so that if the flow were terminated at any point of dispensing, the slippage would be always within the accuracy limit.
- One coalescent filter at inlet of bank supply line with manual drain valve to ensure that the oil carry over in the CNG being filled to Vehicle is < 5 PPM and particulate size < 2 micron. Filter elements made of paper shall not be provided. Vendor to provide appropriately plugged drain valve outside the dispenser housing with suitable arrangement to collect the drained oil outside the dispenser by necessary tubing. Vendor to provide one liquid filled pressure gauge across the filter to know the pressure drop across the filter.

1.6 DATA RECORDER

- The dispenser should be capable to print all alphanumeric data of each fill point of the dispenser as a receipt for the respective driver through the POS Computer / printer (both of client) and shall generate the cash receipt for each refuelling operation.
- The dispenser should be capable of print following information on the receipt for each refuelling:
 - a) Vehicle identification number.
 - b) Quantities of gas dispensed in kg (5 digits in 2 decimal points i.e., 000.00)
 - c) Unit cost of gas dispensed in Rupees, INR/kg (5 digits in 2 decimal points i.e., 000.00)
 - d) Complete transaction value in INR (6 digits in 2 decimal points i.e., 0000.00)
 - e) There should be 4 displays, Two on each side of the car dispenser (total 4 sets of 3 rows displays for each dispenser).
 - f) Displays must remains active for at least 15 minutes after power failure.
 - g) The decimal point required to be adjustable through software program.
 - h) The complete transaction value in INR can be round off to nearest INR through software.
- The dispenser should have an automatic refueling data recorder unit for the each independent refueling line. The dispenser system should be capable of storing up to 1,250 refueling transactions data and such data should be downloaded frequently into another portable computer with compatible Microsoft software (to be provided by Supplier together with the license) to store the transactions data. This information can either be down loaded as a report from a POS system.

- One number Non-resettable and non-volatile totalizer up to 999999 for total number of refueling transaction with an independent battery backup shall be provided for each dispenser. The totalizer shall be Electronic as well as mechanical counter type to be visible from front. Since these dispensers are used for custody transfer purpose, the totalizer should not reset in any eventuality not even in case of electronic failure. The vendor should provide suitable arrangement outside the flameproof electronic box (on the dispenser's body) for reading the totalizer.
- The Swipe card compatibility facility shall be provided in the dispenser unit. Suitable hardware (necessary configured port or terminal) and software facility (to generate necessary information as defined at point c) above shall be provided along with dispenser unit. Card reader will be procured by the Client in future and shall be located separately from the dispensers.

1.7 MASS FLOW METER

- 'Coriolis' true mass flow metering system or equivalent with necessary sensor & electronics shall be provided with provision of liquid crystal backlit display for night viewing which will show unit price of CNG in Rs./kg, quantity of gas sold in Kg & total sale in Rupees. A tamper proof totalizer shall be provided.
- One number (one for car dispenser and one for bus dispenser) of Coriolis true mass flow metering system with data recording system
- Mass flow meter with integral display unit should be provided to ensure high accuracy and direct mass flow measurement approved for custody transfer metering of CNG at each of the refueling hose. The microprocessor based control system should be provided to sense, monitor and control complete filling operations on a continuous,

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uninterrupted basis. The integral display unit shall be mounted inside the dispenser body. The difference in reading between this integral display unit and non resettable type totals shall not be > 1.0%.

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

Accuracy - + 0.5 %

Repeatability - + 0.3 %

Enclosure - IP65

Pressure influence - Nil

Surge and frequency - Shall be in compliance with ANSI / IEEE transient effect (EFT)C -62.41 (1991)

EMI effect on sensor - To the requirement of EMC direct 89/336/ Transmitter EEC , EN 50081-1 (jan'94)

Vibration effect - As per SAMA PMC31.1-1980 condition2

- Each flow meter should be provided with a liquid crystal display (LCD) for ongoing flow monitoring and totalizer.
- Provision for sealing of Mass Flow Meter and transmitter shall be provided.

Flow Meter Make / Model : MICRO MOTION DH-38 OR MICRO MOTION CNG 50/ COMPAC KG-80 for Car Dispenser.

1.8 PIPE WORK, VALVES AND FITTINGS

- Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.
- All high-pressure tubing work should be of (½"OD SS) fully annealed (Bright annealed) seamless conforming to ASTM Grade 316. The piping/tubing, valves, fittings shall be of Parker, Sandvik, Whitey,

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Cajon, Nupro, Swagelok, & Dk-Lok make. The system should be “go-no-go” gaugeable to demonstrate that fittings are properly tightened. Wherever possible valves and control devices should incorporate the same end connector system. The number of fittings used should be minimized . The Supplier should ensure that personnel assembling the pipe work should be competent in the system employed.

- The preferred valve types for isolation are ¼” turn ball valves. Such valves have similar material to the tube they are attached to. Ball valves must be of good quality and be appropriately selected frequency of use. Ball seats must be suitable for natural gas operation of the gas composition indicated.
- Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.
- 1. Mass Flow Meter : All MFM certified by W &M India for CNG application, some are Micro Motion (CNG 50) with integral display Mass Flow Measuring System COMPAC- KG80 with display E&H (CNG Mass) with integral display.
- 2. Pressure Transmitter : Druck / Wika/ Honeywell/ABB/ Rosemount
- 3. Pressure Regulator : Pietro Fiorentini S.p.A. (Italy)/ Emerson Process Management/ RMG-Regel Messtechnik (Germany)/ Mokveld Valves BV (Netherlands)/ NIRMAL (UPTO # 600)/M/s. Compac
- 4. Ball Valves : Hopkinsons Limited (UK)/ O.M.S. Saleri (Italy)/ Pibi Viesse SPA / Perar SPA (Italy)/ Larsen & Toubro Ltd. (Audco India Ltd Chennai) / Microfinish Valves Ltd. (Hubli)/Pietro Fiorentini (Italy) / Nuovo Pignone (Italy)/ Dk-Lok / Swagelok SS Ball Valves – Parker (USA) / Swagelok (USA) / SSP(USA) /M/s. HY-LOK
- 5. Pressure Safety Valve : BHEL, OFE & OE Group (New Delhi)/ M/s Keystone Valves (India) Pvt. Ltd. Baroda M/s Sebim Sarasin Valves India (P) Ltd. (New Delhi)/ M/s Tyco Sanmar Ltd. (New DELHI) M/s

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- Parcol SPA, Italy/ M/s Nuopignone, Italy/ M/s Sarasin, France/ M/s
Tai Milano SPA, Italy/ M/s Fisher Rosemount (Now M/s Emerson)
Parker & Swagelok /M/s. Compac
- 6. Pressure Gauges & Temperatures Gauges : M/s AN Instruments Pvt.
Ltd., New Delhi / M/s Altop M/s General Instruments Ltd., Mumbai/
M/s WIKA,
 - 7. The SS piping, SS Valves, Fittings : M/s Swagelok (USA)/ M/s
Parker (USA)/ M/s Sandvik, Sweden, Whitey, Cajon, Nupro, Hoke &
Dk-Lok make, Hyllok , TUBACEX / SSP(USA)
 - 8. SS Tubing : Sandvik / Tubacex / Parker (USA)
 - 9. Solenoid Valve : M/s ASCO / M/s Rotex / M/s parker Hanifen M/s
Swagelok/M/s Compact NZ /M/s. Compac
 - 10. On Off Pneumatic Valve : M/s Parker / M/s Swageloc
 - 11. Cables & wires : INCAB/Universal/ASEAN/CCI/FORT
Closter/Finolex/KEI/Cord
 - 12. Barrier/ Isolators/Surge protector : MTL / Phoenix / P&F
 - 13. Fuelling Nozzle : NGV/NZS , OPW5000 series / Sherex, WEH,
COMPAC, STAUBLI
 - 14. Breakaway coupling: M/s Staubli,M/s Parker/WEH /M/s. OPW
 - 15. Flexible fill & vent Hose: Eaton-Synflex/Parker
 - Notes: 1) Successful bidders shall take prior approval of the Makes /
Items not covered above for which complete technical credentials
(must be for CNG applications) of the proposed vendors shall be
submitted for evaluation by Purchaser/Consultant.
 - 2) The some Items indicate only Indian Makes. Successful Foreign
bidders / also Indian bidder may take prior approval of any other
makes for which complete technical credentials (must be for CNG
applications) of the proposed vendors shall be submitted for evaluation
by Purchaser/Consultant.

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- 3) The Dispenser Manufacturer having / develop the specific products for the use with their own brand name are also accepted subjected to submission of proven track record and the acceptance/ testing /certification. Decision of the client / consultant will be final.

1.9 ELECTRICAL SPECIFICATION

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

1.10 CODES AND STANDARDS

- All electrical equipment and complete package shall meet the requirement of relevant Publications and Codes of Practice of Bureau of Standards, statutory regulations and good engineering practices. Complete system must conform to the latest revisions of the following:

1.11 ELECTRICITY ACT AND RULES FRAMED THERE UNDER.

- a. Fire Insurance Regulations.
- b. Petroleum Rules and any other regulations laid down by Chief Controller of Explosives.
- c. Regulations laid down by local statutory authorities and Electrical Inspectorate.

- Vendor shall provide all assistance required for obtaining approvals from statutory authorities for materials, plant design/drawings and complete installation.
- In case of any discrepancy/conflict between the specified codes and standards, the following order of decreasing precedence shall govern.

1.12 AREA CLASSIFICATION AND EQUIPMENT SELECTION

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

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- Certificate from recognized agency to the effect is required to be produced that equipment supplied and/or installed conforms to above area classification.

1.13 EQUIPMENT SPECIFICATIONS

- All equipment shall be complete with all necessary weather protection including tropicalization to prevent damage due to climate, dust and corrosive vapours. The enclosure protection of all equipments shall be IP: 65 as per IEC specifications.
- Vendor shall be responsible for any damage to the equipment during transit. All packages shall be clearly, legibly and durably marked with uniform block letters giving the relevant equipment material details. Each package shall contain a packing list in a waterproof envelope.
- All electrical components and equipment shall be sized to suit the maximum load under the most severe operating conditions.
- All electrical / instrument cable connection shall be done with cable glands, made of nickel-plated brass, tested and certified to be used in zone-1 hazardous area for dispenser unit/ATEX approved cable shall be used.
- Although the supply is being arranged through UPS System, but in some remote occasions, the power supply may be from DG sets with poor regulations and thus power supply available from Client may contain harmonics, transients and surges etc. The Electronics shall be compatible to the supply system as no transient, surge or harmonics protection is provided by Client. Bidder to include suitable voltage conditioning unit (voltage stabilizer) with required input & output to take care fluctuating voltage supply, as required, in their scope for accurate and safe operation of dispenser.

We have envisaged solid earthing for the system. However, if specific earthing is required for the system - electronics, the same to be

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highlighted by bidder; Provision for earthing connections to external client main earth grid shall be provided in the dispenser unit by the supplier.

- Name of the manufacturer, type of enclosure protection and certificate no. with name of testing/Certifying agency shall be furnished with bids / for approval.

1.14 HAZARDOUS AREA

- The Supplier should specify the hazardous area in accordance with the IS 5572 / Australian Refuelling Standard AG901 / NZS5425. All electrical equipment cabling and earthing should be appropriate for the zone in which it is fitted, and all cables passing from the hazardous to safe area should be equipped with appropriate barriers where necessary.
- All Instruments should be suitable for an area classification of “Class 1, Group D, Division 1 as per NEC” OR “Zone 1, Group IIA /IIB as per IS/ IEC”.
- All dispenser mounted transmitters & temperature element should be intrinsic safe "exia" as per IEC 79- 11 and solenoid valves, switches and related junction boxes should be flame proof “D” as per IEC 79-1. Other special equipment's/instruments, where intrinsic safety is not feasible or available, should be flame proof as per IEC 79-1.
- A complete dossier of all electrical equipment will be provided, showing area classification and certification of equipment

1.15 INSPECTION AND TESTING At Vendor's Works

All the dispensers shall be subjected to Inspection (“Stage wise” if required by Client) by Client's or their Authorized Representative. However, Vendor to carry out third party inspection of all the

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dispensers necessarily. Vendor to include Third party inspection charges in their scope . Approved 3rd party inspection agencies are BVIS, DNV / SGS and Lloyd's Register. Vendor shall take approval of Client before deployment of 3rd party.

The following activities shall be covered under inspection:

- a) Review of Q.A. documents.
- b) Review of calibration certificates for Mass Flow Meter, dispenser, pressure transmitters, pressure gauges and all instruments.
- c) Review of all statutory certificates including W &M.
- d) Review of area classification compatibility of all items including bought out items.
- e) Review of NDT reports.
- f) Review of bought out sub-assemblies/major components, test/inspection certificates.
- g) Dimensional checks as per approved drawings and data sheets.

Functional Test

All the dispensers shall be tested to demonstrate the functioning of all the components and controls.

Performance Test

All the dispensers shall be performance tested for flow capacity, measuring accuracy and dispenser functioning with CNG. CNG shall be arranged by vendor

During the shop test of dispenser, in case the dispenser flows capacity from inlet of dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.

During the shop testing if the dispenser batch accuracy is found beyond ± 1.5 dispenser shall stand rejected.

1.16 CALIBRATIONS AND CERTIFICATION

- All mass flow meter, instrument gauges, etc should be calibrated and such calibration certificates should be presented upon delivery to site. If any of the calibration certificates is not in order, the Supplier's should replace the affected equipment with valid certificate at Supplier cost.
- Documentation and obtaining statutory approvals from the country of origin is in Bidders scope. The offered dispenser must be approved and certified by recognized authority, i.e., "Weights and Measures" or other statutory authorities of the Country of Origin. Vendor should also get the Master Meter certified from Weights and Measures, India (Ministry of Consumer Affairs). The offered Dispenser model must also be approved by Chief Controller of Explosive (CCOE) India. In case the bidder is unable to produce the model approval from the "Weights & Measures" India and "CCOE", India along with the offer, he is required to give an undertaking that the same shall be produced before supply and commissioning of the dispenser.

1.17 DISPENSER PERFORMANCE

- The vendor shall guarantee the satisfactory performance of each dispenser as per the operating parameters indicated in their data sheets. The dispensers shall be performance tested after installation at site by vendor. Vendor shall carry out tests as required by Govt. Statutory Agencies. Guaranteed performance for Dispensers shall be as follows:
 1. Capacity of the car dispenser shall be 15 kg/min with design case gas composition, temperature of 55° C with no negative tolerance for errors in instruments and measurements.

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2. Batch Accuracy of ± 1.5 % or better.
- In case above guaranteed parameters are not achieved at site, vendor shall carryout necessary rectification/modification to achieve the guaranteed parameters, without cost & time implication to the purchaser
After Commissioning at Site
 - All the dispensers shall be tested by vendor for their function & performance in presence of Client authorized representative. Any part or component, which is not functioning to the satisfaction of Client, shall be repaired or replaced by the vendor without cost & time implication to purchaser and performance test again carried out. Vendor to execute performance test of all the dispensers after commissioning for accuracy and repeatability and safety parameters. Vendor to make all arrangements for carrying out performance test viz. Std. Mass Flow Meter, Laptop etc. Vendor shall carry out tests as required by Govt. statutory agencies

1.18 OVERFILL PROTECTION

- Overfill protection shall be through electronically programmed hose to terminate the fill after 220 Kg/cm²g. Vendor shall include 1 nos. transducer and 1 no's pressure gauge per hose. Pressure relief valve shall be provided to avoid overfilling. Relief valve set pressure shall be at 230 kg/cm²g with resetting at 225 kg/cm²g. Relief valve setting to be adjustable from 215 kg/cm²g to 240 kg/cm²g with resetting at 210 to 235 kg/cm²g respectively. 1 Nos. of transducer per hose has been envisaged to terminate the filling. If due to some malfunctioning, both transducers are not working well, relief valve shall pop for safety purpose to avoid over filling. Calibration certificate shall be provided.

1.19 TRAINING REQUIREMENTS

- The training program should be phased to suit the construction program such that the Company's personnel are fully conversant with all aspects of the operations and maintenance of the overall system including all aspects of operations, including operation, maintenance CNG, of the overall system.
- Commissioning will not be deemed to have completed and formal acceptance will not be granted until training has been completed to the satisfaction of the Client's.
- The training program should cover but not limited to the following subject areas:
 - The physical characteristics of the gas and the procedure and precautions to be observed in handling and control.
 - Start-up, operations and maintenance procedures for the CNG dispenser and equipment
 - CNG system management
 - Filling procedure, safety and preventive daily maintenance.

1.20 WARRANTY SERVICING AND SPARE PARTS

- The supplier's should provide a warranty period of 12 months from the date of final site acceptance of CNG dispenser facilities by the Client.
- All necessary spare parts to sustain the operations and maintenance of the CNG dispenser facilities should be stocked at the Supplier workshop / warehouse located for immediate replacement of parts. The costs to stock these spare parts should be at supplier cost.

1.21 TECHNICAL SUPPORT

- The Supplier's should be responsible to maintain a workshop / warehouse and a team of competent technical support personnel on a

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24 hours basis to rectify and trouble shoot the problems encountered during the operations of the CNG dispenser

- Upon receiving a call from the Company's, the Supplier is expected to response within a 4 hour from the time of call during an emergency situation
- During normal maintenance situation, the Company expects the Supplier to response within 4 hours from the time of call.

1.22 DATA AND DRAWING DETAIL

- After the placement of LOI, a conference (kick off meeting) will be held at such date and at such place, as may be mutually agreed upon between the Vendor and the purchaser. The intent of this conference should be to discuss
/ clarify various requirements and finalize the modus operandi for execution of the contract within the scheduled delivery period.

Along with the Technical bid the following information is to be provided:

1. Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per dispenser, their part nos. and make.
2. General arrangement drawing of the dispenser giving overall dimensions and erection / shipping weight.
3. Technical data sheet of dispenser.
4. Typical cross sectional drawing and literature to fully describe the details of all major components such as valves, spring loaded regulator, data sheet indicating material of tube, tube size etc.
5. List of spares, supplier to provide a comprehensive list of spares for all major components both within the dispenser and all auxiliary equipment. (Itemized rate to be given in price bid).
6. List of commissioning spares per dispenser.

7. List of special tools & tackles required for installation & maintenance per dispenser.
8. Shop test procedure.
9. Maintenance schedule of the dispenser along with list of Spares for O&M during warranty period.
10. Electrical single line diagram.
11. A complete dossier with drawings of the dispenser, all certificates for all components used within the hazardous areas should be provided
12. Duly filled dispenser, Mass Flow Meter, Solenoid Valve etc. data sheet
13. Reference list of similar / identical dispensers supplied in last 5 years of CNG application.
14. Deviation sheet as per Table provided.
15. Duly filled in Experience Record.
16. Certification of manufacturing of CNG dispensers.

Bidder shall provide within two weeks from date P.O.

1. Project Schedule including un priced copy of bought out items.
2. Detailed foundation drawing of the dispenser for casting foundation giving load pattern etc.
3. Details of inlet gas termination including X,Y,Z co-ordinates with respect to Centre of dispenser or any reference.
4. Training schedule with contents.

Bidder shall provide Along with supply.

1. Operation and maintenance manuals – 3 sets all in original for each dispenser. The instruction manual should describe in details the construction and recommended procedure for maintaining, operating and trouble shooting of the dispenser should also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per dispenser. The manual should provide detailed catalogues of all bought out items.
2. Mechanical and electrical installation drawing including interconnection and wiring diagram.

3. Test certificates and catalogues of all major components like valves, mass flow meter, tubing etc.
4. Calibration certificates for all measuring and protection devices (eg. Mass flow meter, pressure transducer, and pressure gauges).
5. Test records of mechanical running, performance test.
6. Complete wiring diagram of internal wiring of dispenser.
7. Software (logic diagram) of dispensers on CD-ROM with suitable communication Protocol for communication with dispenser in order to change dispenser parameters if required.
8. Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronic items for use in hazardous area classification. In case of foreign supply, the Vendor should get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt of India within one month of delivery of dispensers at site.

1.23 DEVIATION SCHEDULE

- Vendor shall categorically specify the deviation they have on entire material requisition and submit it along with bid. In case vendor has no deviation, even then they should write "No Deviation" on this deviation schedule and submit it along with bid. This is an essential requirement, the bid should accompany Deviation Schedule.

1.24 PACKAGING

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

1.25 COMMISSIONING OF DISPENSERS

- Vendor shall carry out commissioning of Dispensers within 3 days of receipt of intimation from Client, failing which penalty shall be imposed as defined in the Commercial part of tender.

1.26 REJECTION CRITERIA

- During the shop test of dispenser, in case the dispensers flow capacity from inlet to dispenser to the outlet of filling nozzle is found below the specified capacity the dispenser shall stand rejected.
- During the shop testing if the dispenser batch accuracy is found beyond ± 1.5 % dispenser shall stand rejected.
- The bids received without the certification from the Weights and Measurement department of the Country of origin for offered mass flow meter (Coriolis type) as per specifications shall be rejected.

1.27 VENDOR DATA REQUIREMENT (CAR DISPENSER)
DRAWING AND DATA REQUIREMENT

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

| S.No. | Description | With Bid | After Job Award | | |
|------------|--|----------|-----------------|-----------------|--------------------|
| | | | For Review | For Information | Final in Book Form |
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1.0 | GENERAL | | | | |
| 1.1 | Signed & stamped in Material Requisition Compliance Schedule. | X | | | |
| 1.2 | Filled in Deviation Schedule. | X | | | |
| 1.3 | Duly filled up "Experience Record Schedule". Vendor to note that information furnished by them shall be used to assess the proven ness of offered Dispensers and Qualification of vendor,Accordingly vendor to furnish references of those cases which are matching with offered Dispensers. | X | | | |
| 1.4 | Installation manual | | | X | X |
| 1.5 | List of components of Dispenser with Make & Specification of components. Vendor shall also submit "Technical Catalogues" of components | X | | | |
| 1.6 | Start-up, operation & maintenance manual showing assembly details and critical tolerances. A copy of all certified drawings & documents to be enclosed. | | | X | X |
| 1.7 | Battery information limit (interface) drawing/ | X | X | | |
| 1.8 | Drawing list and submission schedule | | X | | |
| 1.9 | Project implementation schedule, ordering and inspection schedule for long lead and major items | | X | | |

| | | | | | |
|------------|--|---|---|---|---|
| 1.10 | Pre-commissioning procedure & commissioning | | X | | |
| 1.11 | Performance guarantee test procedure | | X | | |
| 1.12 | Weights & Measures Certificates from the country of origin for offered models of Dispenser. Dispensers unit model/mass flow meter model for dispensing specified mass flow rate at specified overall batch accuracy. | X | X | | X |
| | | X | X | | X |
| 1.13 | The "Test Certificate" for mass flow meter. | X | X | | |
| 1.15 | Weights & Measures approval from Authorities. | X | X | | X |
| 2.0 | DESIGN | | | | |
| 2.1 | Process flow diagrams (PFDs) and Piping & Instrumentation diagrams (P&IDs) of sub systems and complete system with write-up on operation | X | X | | X |
| 2.2 | Data sheets of Bus & Car Dispensers, Mass flow meter duly filled up. | X | X | | X |
| 2.3 | Performance data, vendor literature for equipment selection, performance curves with duty point marked for individual equipment | | X | | X |
| 2.4 | Specification for valves, piping material & | X | X | | X |
| 2.5 | Utility requirement | X | X | | X |
| 2.6 | Detail of control wiring diagram, interlock/ shutdown/ control scheme with write up on operation. | | X | | X |
| 3.0 | CONSTRUCTIONAL FEATURES | | | | |
| 3.1 | G.A. drawing of Dispensers showing maintenance clearances required. | X | X | | X |
| 3.2 | Cross section drawings of individual equipment/ skid, | | | X | X |

| | | | | | |
|-----|--|--|---|---|---|
| | material & parts list. | | | | |
| 3.3 | Termination & Wiring Diagrams | | | X | X |
| 4.0 | Drawings, documents, data as asked under Electrical & Instrumentation specifications of this Material Requisition. | | X | | X |

DOCUMENT DISTRIBUTION SCHEDULE

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

DETAILS TO BE INCLUDED IN FINAL DOCUMENTS BOOKS

- Manufacturing Data Book containing all test certificates of components, raw materials, stage manufacturing tests and inspections, final tests & inspection documents including welders' qualification & welding procedure qualification, repairs & reworking carried out in shops. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear notings on the certificates.
- Spares details including assembly drawings, part numbers, delivery, prices and ordering information.
- All design calculations carried out by the vendor.
- Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.
- Catalogues/leaflets of sub-vendors/suppliers of various bought out components highlighting the components actually supplied correlated

to P.O.Item Numbers.

- Operating and maintenance instructions with details of suppliers for procurement by OWNER for subsequent needs.
- Release Note and Packing List.
- Any other documents asked for in the Purchase Requisition.
- All final drawings shall also be given to purchaser in digitized form on CD-ROM compatible to AUTOCAD software.

SPECIAL INSTRUCTIONS FOR SUBMISSION OF DRAWINGS/DOCUMENTS:

- Fold all prints to 216 MM x 279 MM size & roll transparencies.
- Contractor to forward the drawings and documentation to CLIENT (Attention vendor prints control department) clearly specifying purchasers Job no. & Req. No.
- The drawing/Document no. with Rev. No. is essential. The number may be upto a maximum of 28 characters in length.
- Each Drawing/Document submitted to CLIENT must be checked and signed/stamped by contractor before it is submitted to CLIENT.
- Revision number must change during subsequent submission of vendor document.
- Multi-sheet documents other than drawings must be submitted in their entirety in the event of a re-submission even if only a few sheets are revised.
- Final submission in bound volumes shall necessarily have a cover page giving project title, Item name, P.O.No. particulars of owner & vendor and an index giving list of drawings & documents included (with revision no.)
- All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking of review codes etc. by CLIENT.
- Review of vendor drawings by CLIENT would be only to check compatibility with basic designs & concepts & would in no way absolve the contractor/vendor of his responsibility to meet applicable codes, specifications & statutory rules/regulations.

- Vendor shall submit within 10 days after placement of FOI, the complete list of drawings/ documents with submission dates against each. Critical drawings, only, the list of which will be agreed during kick-off meeting shall be reviewed jointly at CLIENT's office.

1.28 MAINTENANCE REQUIREMENT OF DISPENSERS

The date of successful commissioning and performance test at site will be considered date of start of the annual maintenance contract. The supplier must follow the MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

COMPENSATION FOR NON-FULFILMENT OF OBLIGATION UNDER ANNUAL MAINTENANCE CONTRACT

- During the one year warranty period and 2 year post warranty period the vendor must ensure that the dispenser is performing well round the 24 hours a day & 365 days. During AMC services if dispenser breakdown is more than 12 hours then client has right to impose penalty as defined in the tender.
- If the vendor fails to provide the required services for any day, compensation shall be imposed, which will be @Rs.100/- per hour per arm per dispenser. For calculation of default, period will be recorded jointly by the vendor and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour Vendor shall be allowed 24 hours downtime of the each arm of dispenser per month to carry out the periodic / scheduled / breakdown maintenance/ routine checking of dispenser package.
- The penalty clause and maintenance charges will come into force immediately after successful performance test as defined in the tender.
- In case of any complaint regarding non-fulfillment of any obligation

under the contract, owner reserves the right to withhold payment to the vendor, and out of such amount and including the security deposit held, make such payment as it may consider necessary for smooth and unhindered working of the contract.

MAINTENANCE OF DISPENSER PACKAGES DURING ONE-YEAR

WARRANTY PERIOD SCOPE OF SUPPLY DURING ONE YEAR WARRANTY

PERIOD:

- All spares, consumables, man power etc., required for carrying out the maintenance of the complete dispenser package during the warranty period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the dispenser shall be in scope of the bidder and shall be kept in stock. Electricity shall be supplied free of cost to the bidder.

SCOPE OF SERVICES:

- The bidder shall have to keep all the spares, consumables etc., required for carrying out periodic, breakdown, emergency maintenance etc of the package so as to minimize the down time of the dispenser. Non-availability of dispenser for non-availability of spares shall be liable for compensation.
- All tools tackles and fixtures required for carrying out the above maintenance of the dispenser shall be in scope of the bidder. The scope will also include handling equipment required during the any maintenance activity.
- Any expert services required from principal company or OEM shall be arranged by the supplier or his agent at his own cost. All arrangements like phone, fax, computer, Internet etc required for correspondences with above personnel shall be arranged by the bidder.
- The periodic maintenance required to be done, as per OEM

recommendation shall be taken up promptly. The bidder shall provide the detailed preventative maintenance schedule along with estimated down time required for each type of maintenance schedule.

- List of spares and their quantities required for each type of maintenance schedule per dispenser.
- Type and number of man days required for each type of maintenance schedule per dispenser. The bidder shall plan such maintenance during non-peak hours and in consultation with the Engineer In Charge (EIC) of PURCHASER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.
- The bidder shall use only OEM's certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends to check and replace parts after certain time interval, same shall be replaced or used further only on approval from the PURCHASER representative. However any untoward consequences for non-replacement of such parts shall be the responsibility of the bidder.
- All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the bidder. Instruments required for above inspection shall be in scope of the bidder and these instruments shall be calibrated every year.
- All parts replaced by the bidder during the above contract period shall be properly packed and handed over to PURCHASER, on replacement.
- The supplier shall submit a copy of the daily / weekly / fortnightly / monthly / bimonthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the bidder.
- All maintenance / inspection job carried out by the bidder shall be recorded and the report of the same shall be jointly signed by PURCHASER representative.
- The EIC will be final authority to take decision with regards to

maintenance or replacement of parts or any disagreement between the bidder and PURCHASER, during the execution of the contract.

- The bidder shall carryout yearly calibration of all instruments such as pressure gauges, transmitters, mass flow meters etc. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date. The periodic maintenance required to be done, as per OEM recommendation shall be taken up promptly. The bidder shall plan such maintenance during non peak hours and in consultation with the Engineer In Charge (EIC) of PURCHASER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

1.29 DEVIATIONS TO THE SPECIFICATION

| S. No | Clause no. | Tender Specification | Deviation taken | Reasons for deviations / remarks |
|-------|------------|----------------------|-----------------|----------------------------------|
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Certified that only the above-mentioned deviations have been taken against this tender.

1.30 CHECK LIST: CAR DISPENSER PACKAGE

Notes:

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

| S.No | Description | Specified by Purchaser (YES/NO) | Included by Vendor (YES/NO) | Remarks |
|------|---|---------------------------------|-----------------------------|---------|
| | 1.0 Each Dispenser Package complete with: | | | |

| | | | | |
|------|--|-----|--|--|
| 1.1 | Frame material – STAINLESS STEEL 304 | YES | | |
| 1.2 | Built-in Coalescing unit of 3-5 microns with manual drain valve at inlet. | YES | | |
| 1.3 | Certificate of “Weights & Measures” approval for Dispenser & Mass Flow Meter | YES | | |
| 1.4 | Certificate of “CCOE” approval for Dispenser & Mass Flow Meter | YES | | |
| 1.5 | Certificate by Weights and Measures or the other statutory authorities of the country of origin is Provided. | YES | | |
| 1.6 | Fast fill type and electronic display – CAR: 4 Sets of 3 rows | YES | | |
| 1.7 | Dispenser with Tamper Proof Locking | YES | | |
| 1.8 | Cabinet suitable to accommodate all valves, fitting flow meter and all required electronic | YES | | |
| 1.9 | Front/Side mounted Nozzle with lockable holder and safety lever/latch to firmly hold when not in use | YES | | |
| 1.10 | Pressure Dial gauge of 4”size | YES | | |
| 1.11 | Separate non-reset table straight forward reading Totalizer | YES | | |
| 1.12 | ESD button mounted on both side of the dispenser front panel | YES | | |
| 1.13 | One set of Isolation Valve complete with venting line valve and end plug installed on the inlet of the inlet steel pipes of dispenser. | YES | | |
| 1.14 | Electrical equipment and Instrumentation wiring are provided with Certificate of Area | YES | | |
| 1.15 | Dispenser automatically and immediately shut off CNG supply to each fill hose individually in case of – Power failure, Failure of metering, Low flow, Failure of Totalizer, Overfill, pressure transducer failure. | YES | | |
| 1.16 | Overall CV is indicated of dispenser from inlet of the dispenser upto outlet | YES | | |

| | | | | |
|-----|--|-----|--|--|
| 1 | All necessary spare parts to sustain the maintenance of the CNG dispenser facilities within the warranty period are supplied and stock at the supplier workshop/ warehouse located in Andhra Pradesh for immediate replacement of parts. Spares and consumables during warranty period are in the scope of supplier. | YES | | |
| | 3.0 Inspection and Testing | | | |
| 3.1 | As specified on the datasheets and Technical Specifications | YES | | |
| | 4.0 Vendor Data and drawings | | | |
| 4.1 | All data & drawings as required per VDR format | YES | | |
| | 5.0 Erection, commissioning and trial runs at site of the Dispenser | | | |
| 5.1 | Additional Items not specified by purchaser but recommended by Vendor for safe smooth and normal operation. (Vendor shall indicate separate list of such items in his proposal) | YES | | |
| | 6.0 Technical Parameters to be confirmed by | | | |
| 6.1 | Inlet Pressure Kg/cm ² g –255 | YES | | |
| 6.2 | Fill Pressure Kg/cm ² g –210 | YES | | |
| 6.3 | Operating Temperature range –[-10°C to 70°C] | YES | | |
| 6.4 | Electrical Supply Single Phase AC,230V±10%, 50Hz±2%. | YES | | |
| 6.5 | Fill Nozzle – CAR: NZS for one side and NGV-1 for another side | YES | | |
| 6.6 | Flexible fill & vent hose – Twin of Parker/syneflex/Mac | YES | | |
| 6.7 | Fill hose pressure rating - Working pressure 5000 | YES | | |

| | | | | |
|------|--|-----|--|--|
| | PSIG | | | |
| 6.8 | Sequential filling – Three bank for Car Dispenser | YES | | |
| 6.9 | Temperature compensation – 210 kg/cm ² (g) equivalent at 15°C | YES | | |
| 6.10 | Breakaway coupling – CAR: 3/8" | YES | | |
| 6.11 | Principle of mass metering – Coriolis | YES | | |
| 6.12 | Flow meter Model with integral flow indicator.– CAR: Micro motion DH-38 or Micro Motion CNG 50 or Compac KG 80 | YES | | |
| 6.13 | Maximum Flow rate – CAR : 15 Kg/min | YES | | |
| 6.14 | Batch delivery accuracy - ± 1.5% of batch | YES | | |

| | | | | |
|------|---|-----|--|--|
| 6.15 | Mass flow accuracy for gas meter - $\pm 0.5\%$ (inclusive of sis & linearity, hysteresis & repeatability errors | YES | | |
| 6.16 | Calibration tractability - To NIST as per ISO 5168 | YES | | |
| 6.17 | Repeatability - $\pm 0.3\%$ | YES | | |
| 6.18 | Enclosure weather proof to – IP55, NENA4x | YES | | |
| 6.19 | Pressure rating of Wetted parts – 5000 psi At 25°C as per ASME/ANSI B 31.3 | YES | | |
| 6.20 | Process Temperature effect - $\pm 0.01\%$ of nominal flow | YES | | |
| 6.21 | Pressure influence – Nil | YES | | |
| 6.22 | Surge and frequency Transient – Shall be in compliance With ANSI/IEEE(EFT)c 62.41(1991) | YES | | |
| 6.23 | EMI effect on sensor and Transmitter - To the requirement of EMC directive1 (jan'94) | YES | | |
| 6.24 | Vibration effect – As per SAMA PMC 31.1 1994 | YES | | |

1.31 CODES AND STANDARDS

The design, construction, manufacture, supply, testing and other general requirement of the Dispenser equipment shall be strictly in accordance with the datasheet, applicable API codes and shall comply fully with relevant National /International Standards, Indian Electricity Act, Indian Electricity Rules, regulations of Insurance Association of India and Factories Act while carrying out work as per this specification

Any modification suggested by the statutory bodies either during drawing approval or during inspection, if any, shall be carried out by the bidder without any additional cost and delivery implications

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 The following codes and standards (versions / revisions valid on the date of order) are referred to and made part of specification.

| STANDARDS | DESCRIPTION |
|-------------------|--|
| NFPA 52 | Standards for CNG vehicular fuel systems |
| NGV 4.1/ AGA 2-92 | Requirements for CNG Dispensing Equipment for vehicles |
| NGV 4.2/ AGA 1-93 | Requirement for Hoses for NGVs and fuel dispensers. |

| | |
|--------------|--|
| ANSI / NGV1 | Compressed Natural Gas Fuelling Connection Devices: Standard for fuelling nozzles and receptacles. |
| NGV4 / AGA | Requirements for Breakaway devices for CNG vehicle: Fuelling dispensers and fuelling hoses. |
| IS 5572 | Classification of hazardous areas (other than mines) for Electrical installations |
| IS 5571 | Guide for selection of electrical equipments for hazardous area |
| OISD 113 | Classification of areas for electrical installations at hydrocarbon processing and handling facilities |
| OISD 179 | Safety requirements for compression, storage, handling and refuelling of CNG for use in automotive sector. |
| OIML TC8/SC7 | Recommendation with regards to CNG dispensers, December 2000. |
| - | The Standards of weights and measures Act 1976. |
| - | The Standards of weights and measures (Enforcement) Act 1985. |

SPECIAL CONDITIONS OF CONTRACT

1. Special conditions of the contract precede over the other similar terms indicated elsewhere in the tender document.

2. Delivery Schedule

Delivery is the essence of contract. Dispensers shall be delivered within 12 Weeks from the date of issue of LOI for 11 no's for first lot and 7 no's. for second lot and contract period is valid for one year. The second lot will be placed by GGPL as sub orders as and when required by GGPL in a period of one year.

a) The date of Bill of Lading/LR shall be considered as the date of delivery for LD calculations.

b) Installation, Commissioning & Testing for each Dispenser to be done within 7 days of intimation by GGPL

3. Place of Delivery

Material shall be delivered as per the instructions of EIC in the stores of GGPL at CWC Go downs, Rajahmundry East Godavari District, Andhra Pradesh/CWC Go downs, Tadepalligudem, West Godavari, Andhra Pradesh as specified by EIC.

4. Payment Terms:

A) For Supply: 90% (Ninety Percent), along with Taxes and duties will be paid on receipt of material at the delivery Site and submission of Cenvatable /vatable Invoice in Triplicate (within 30 days) along with:

1. Original Lorry Receipt
2. Packing List
3. Insurance Cover note covering Transit Insurance
4. Inspection Release Note issued by GGPL's Consultant/Third Party Inspection Agency;
5. Certificate from Manufacturer that all items/equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
6. Final Technical File as per bid document including all test certificates.
7. Document related to CENVAT credit to be claimed by Owner, if applicable.
8. Original Freight Bills

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- B) Balance 10% will be released within 30 days from the date of receipt of ordered materials' receipt and acceptance at Site by the Engineer-In-Charge of GGPL.
- C) Invoice shall be made after adjusting the Price Reduction Schedule pursuant to General Conditions of Contract (Goods).
- D) Freight Bills shall be paid at Actuals on submission of Original Bills.

5. Performance Bank Guarantee:

Pursuant to General Conditions of Contract (Goods), within 15 days of receipt of notification of award from GGPL, the supplier shall submit Contract Performance Guarantee for 10% of Total Contract Price valid till 90 days beyond the expiry period of the Guarantee.

6. Evaluation shall be done and on FOT site basis. GGPL reserves the right to place order on one party or multiple parties at its own discretion.
7. Upon placement of order, GGPL shall nominate Engineer-in-charge for this supply/work.
8. Any Statutory Variation in Taxes and Duties during the currency of contract shall be to owner's account.
9. All BEC documents need to be notarized.
- 10. New Tax/Duty/Levy**

Any new tax & duties if imposed by Govt of India on output services after the Bid Due Date but before the contractual delivery/completion shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to Govt. authorities and after ascertaining its applicability with reference to the contract. However, if such new taxes etc. is in substitution of existing taxes same will be considered on merit of each case.

SECTION – V

GENERAL CONDITIONS OF

CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT-GOODS

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1 Definitions

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

- 1.1 **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.
- 1.2 **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 and proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 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 PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 2010 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 Works 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 PURCHASER to inspect equipment, stagewise as well as final, before dispatch, at SELLER'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 or available for service.
- 1.13 **PURCHASER/ OWNER/GGPL** shall mean GODAVARI GAS PRIVATE LIMITED (GGPL) having its registered office at D.N0.85-06-23/2, 2nd floor, 40th ward, Morumpudi Junction, RTC complex Road, Rajahmundry-533103. The term PURCHASER includes successors, assigns of GGPL.
- 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 **SELLER** shall mean the person, firm or company with whom **PURCHASE ORDER/CONTRACT** is placed/entered into by **PURCHASER** for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 **SERVICE** shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller 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-CONTRACT** shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of **PURCHASER**.
- 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 **SELLER** with the consent in writing of the **PURCHASER** 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 subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and 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 **PURCHASER** or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.
- TESTS ON COMPLETION** shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the **PURCHASER**.

2 Seller to Inform

The Seller 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 Seller of his responsibility to fulfill his obligation under the Contract.

3 Application

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

4 Country of Origin

4.1 For purposes of this Clause “origin” means the place where the 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 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 the SELLER. 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 SELLER’s responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER 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 SELLER 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 PURCHASER.

5.4 The SELLER shall furnish 2 (two) 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 PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER 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

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regulations/Acts(State Government or Central Government) 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 shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER 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 PURCHASER. All such details shall be kept confidential.
SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6 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 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 SELLER shall, excepting what is herein provided, be given by PURCHASER.
 - 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 PURCHASER and shall always bear reference to the CONTRACT.
 - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
 - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

8 Contract Obligations

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

9 Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER 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 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment 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 Documents & Information

The Seller shall not, without the PURCHASER'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 PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

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

11 Patent Rights, Liability & Compliance of Regulations

11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which

- PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12 Contract cum Performance Bank Guarantee (CPBG)

Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/ irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.

The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER 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.

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

The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

13 Inspection, Testing & Expediting

- 13.1 The PURCHASER or its representative shall have the right to inspect and/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 PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER 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 PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, 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 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for 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 SELLER 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 SELLER 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.

- SELLER 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, PURCHASER 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 SELLER'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 Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 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 PURCHASER 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 **Time Schedule**
- 14.1 **Time Schedule Network/Bar Chart**
- 14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, 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.
- 14.2 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.

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14.3 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.

14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encash Performance Guarantee in full or part (if applicable),.

15 Delivery & Documents

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

Delivery shall be deemed to have been made :

In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

In case of FOT dispatch point contract (For Indian bidder), 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.

In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ 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 PURCHASER. Any request concerning delay will be void unless accepted by PURCHASER through a modification to 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 PURCHASER.

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- 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 SELLER should comply with the Packing, Marking and Shipping Documentation & Specifications enclosed.
- 16 Transit Risk Insurance
- 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. Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by Supplier.

Transportation

17. Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.

18 Incidental Services

- 18.1 The Seller may be required to provide any or all of the following services:
Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

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

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 Seller of any warranty/guarantee obligations under the Contract.

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

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Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.

When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.

18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules, if asked.

Spare Parts and Maintenance Tools

Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.

19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and

19.1.2 In the event of termination of production of the spare parts:

- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

Seller 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

The construction, execution and commissioning.

Two years operation and maintenance.

19.3 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 workmanship and also shall be completely interchangeable with the corresponding parts.

Type and sizes of bearings shall be clearly indicated.

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

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 Purchaser.

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

20 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 PURCHASER'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) 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 or 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 use for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of shipment (for each lot) whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER 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, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER 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 SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.
- 20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/ shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

- 21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.
- 21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.
- 21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.

For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.

Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

22.1 Prices charged by the SELLER 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 SELLER in his bid.

23 Subletting & Assignment

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer 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 of Contract

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 In The 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 PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER 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, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER

- 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 (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- Any unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (if applicable), imposition of price reduction for delay in delivery and termination of the contract for default.

26 Price Reduction Schedule For Delayed Delivery

- 26.1 Subject to Article -29, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

- In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by 1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.
- 26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.
- 26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee (if applicable).

Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27 Rejections, Removal of Rejected Equipment & Replacement

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- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER'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 PURCHASER 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 SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER 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 SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER 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, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).
- 28 Termination of Contract
- 28.1 Termination for Default
- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
- 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue 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 VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (India) Ltd. Against any type of tender

nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL (India) Ltd. to such VENDOR.

28.2 Termination for Insolvency

The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER'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 SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER 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 SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

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, lightning or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which Force Majeure and neither PURCHASER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER 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 SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

30.1 The PURCHASER and the SELLER 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 PURCHASER and the SELLER 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 Kakinada, East Godavari Dist. Andhra Pradesh, .

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 PURCHASER (GGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller 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 PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER 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 Kakinada, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed thereunder shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Andhra Pradesh (India).

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

31 Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/ 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 Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.

33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.

33.4 Any income tax payable in respect of supervisory services rendered by Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34 Books & Records

34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lumpsum 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 & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences 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 SELLER further agrees to hold PURCHASER 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. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

36 General

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

36.2 Losses due to non-compliance of Instructions

Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

36.4 Payments, etc. not to affect rights of the PURCHASER

No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

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

Paragraph heading

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

37 Import License

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

38 FALL CLAUSE

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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 Purchaser or any department of the Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or 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/organizations¹³⁹ including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a 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 alongwith 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 GGPL 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 Deptt. Of Central Govt. or any Deptt. Of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GGPL 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 Repeat Order

39.1 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the total order value without any change in unit price or other terms and conditions.

40 Limitation of Liability

40.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller 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.

SECTION – VI

TECHNICAL
SPECIFICATION

(AS PER SCOPE AND SCC)

SECTION – VII

PRICE SCHEDULE

TENDER NO: GGPL/KKD/C&P/PR 2038/2019-20/04**SCHEDULE OF RATES****Tender No. GGPL/KKD/C&P/PR 2038/2019-20/04**

ITEM: Procurement of 18 nos of CNG Car Dispensers including AMC for 2 years post warranty period

| S.No | Item Description | UoM | Qty (1) | Unit Rate (2) | P&F, Freight & Transit Insurance Charges (3) | Unit Rate incl. P&F, Freight* & Transit Insurance excl. GST (4)=(2)+(3) | Total Amount Excl. GST (5)=(4)*(1) |
|-------------|---|------------|--------------------|------------------------------|---|--|---|
| | Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling transportation of Dispenser, loading and unloading at sites, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, commissioning spares, AMC during warranty period, all drawings, documents and licensed software & hardware, converters, cables etc. conforming to Technical Specification for CNG Dispenser. [including Onsite Training of each Purchaser's Personnel for Max. 3 (three) days for Car and bus Dispenser] | | | | | | |
| 1 | CNG CAR Dispensers : Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG car | No.s | 18 | | | | |



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| | | | | | | | |
|----------------------------|---|-------------------|----|--|------------|--|--|
| | dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer). | | | | | | |
| 2 | Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 2 years after warrantee period inclusive of all manpower, spare, consumables and spares etc., | No's | 18 | | | | |
| Total Amount Excluding GST | | | | | | | |
| GST @ ___% | | (HSN Code): _____ | | | GST in Rs: | | |
| Total Amount Including GST | | | | | | | |

*Freight shall be paid at Actuals on Submission of Freight Bills.

Signature, Seal with Date of the Bidder's

Authorized Signatory