



Godavari Gas Private Limited
2nd Floor, Parisrama Bhavan,
Basheerbagh,
Hyderabad-500004
Andhra Pradesh



TENDER DOCUMENT

**SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL
HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER
BOOSTER STATIONS AT
EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH**

TENDER NO.: GGPL/C&P/Pur/4717/2016-17

PREPARED AND ISSUED BY



	<p align="center">TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0104 Rev : C Page : 2 of 95</p>
		

"REQUEST FOR QUOTATION"

Ref: GGPL/C&P/PUR/4717/2016-17

Date: 07.01.2017

To

Sub: Supply of **SS tubing, SS Ferrule Fittings, Flexible Fill Hose and Ball Valves as per the Technical specifications** for the Construction of Mother and Daughter Booster Stations at East & West Godavari Districts Of Andhra Pradesh – Tender No. GGPL/C&P/4717/2016-17



Dear Sir,

Salient Features of Tender

1. Godavari Gas Private Limited (GGPL) is a Joint Ventrure of Andhra Pradesh Gas Distribution Corporation and Hindustan Petroleum Corporation. GGPL has been authorized by PNGRB for development of City Gas Distribution Networks in East and West Godavari Districts in Andhra Pradesh. Under the CGD Program, GGPL is constructing 10 Nos. CNG Stations in these areas.
2. GGPL invites bids from eligible bidders for the subject supply under "two-bid system", in complete accordance with the following details and enclosed Tender Documents

(A)	NAME OF SUPPLY/WORK	Supply of CNG Booster Gas Compressor on Annual Rate Contract basis
(B)	DELIVERY SCHEDULE	16 Weeks from the date of Independent Release Orders.
(C)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	As indicated below in the RFQ.
(D)	DUE DATE & TIME OF BID-SUBMISSION	14:00 Hrs of 20.01.2017
(F)	TYPE OF BIDDING	2(Two) Bid System (Un-priced and Priced)
(G)	DATE & TIME OF UN-PRICED BID OPENING	15:00 Hrs of 20.01.2017
(H)	VENUE FOR OPENING OF UN-PRICED BIDS	Godavari Gas Private Limited, 2 nd Floor, Parishram Bhavan, Basheer Bagh, Hyderabad-500004
(I)	CONTACT DETAILS	E-mail: info@godavariogas.in Ph. No: 040 67304930

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

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The "Un-Priced Bid" and "Price Bid" shall contain the documents in the manner specified below:

The bid will be submitted in two parts as follows:

❖ **PART-I: UN-PRICED/TECHNO-COMMERCIAL BID**

The "Un-Priced Bid" must be complete with the following:

- (A) All technical and commercial details other than the rate [i.e. identical to Part-II, with prices blanked out].
- (B) Documentary evidences towards "Bid Evaluation Criteria [BEC]" and other documents sought under this Tender Document.

❖ **PART-II: PRICE BID [SOR]**

The price bid should contain only the Schedule of Rates (SOR) complete with rates duly filled in and no terms and conditions should be entered in the "Price Bid". "Price Bid" containing any new / fresh condition [not mentioned in the "Un-Priced Bid"] shall be liable for rejection.

Any bidder who wishes to quote against this Tender may download the Tender Documents from GGPL's website www.godavarigas.in and submit the bid, complete in all respects as per terms and conditions of the Tender on or before the "Due Date & Time of Bid-Submission", along with an undertaking that the contents of the Tender Documents have not been altered or modified.

4. Earnest Money Deposit/Bid Security

- (a) Bidders shall submit EMD/Bid Security for an amount of Rs.4,60,000/- (Rupees Four Lakhs Sixty Thousand Only) in the form of DD or Bank Guarantee.
- (b) In case of submission of EMD in the form of DD, the DD should be in favour of Godavari Gas Private Limited payable at Hyderabad and the DD should be valid for 6 months.
- (c) In case of submission of EMD in the form of BG, the BG should be in the format as per Tender document.



"Central Public Sector Undertakings of Government of India" and "Firms Registered with NSIC and MSME are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'".

5. **PRE-BID MEETING (NOT APPLICABLE):**

- a. Bidder desirous to attending the Pre-Bid Meeting must submit authorization letter (ref format F-5 under section-VII) at the time of Pre-Bid Meeting.
- b. The bidder is requested to submit any questions in the format as per APPENDIX-1 to RFQ of this tender document provided herewith by email/courier/fax at least 2 days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.

❖ **NOTE:**

- 1. Bidders are requested to fill all "Annexures" as enclosed in the Tender Documents.

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2. Bidders are requested to go through the document named, "Addendum to ITB" (if any) which has been made available in the Tender. This document shall over-ride and supersede any of the clause(s) found contradictory / conflicting elsewhere in the Tender Documents. This document aims at providing guidelines / instructions to bidders for submitting their bids.
3. Bidders may depute their authorized representative to attend the "Un-priced Bid Opening". Bidders selected for opening of their "Price Bid" shall be suitably informed about the date and time.
4. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not allowed.
5. Bidders are advised, in their own interest, to ensure that their bids are submitted well before the "Due Date & Time of Bid-Submission" of the Tender.
6. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.

This is not an Order.

For & on behalf of
Godavari Gas Private Limited


07-01-2017
Authorized Signatory





**TENDER DOCUMENT FOR
SUPPLY OF SS TUBING, SS
FERRULE FITTINGS, FLEXIBLE
FILL HOSE AND BALL VALVES
FOR MOTHER AND DAUGHTER
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SECTION - I
BID EVALUATION CRITERIA [BEC]

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BID EVALUATION CRITERIA

1.0 TECHNICAL CRITERIA:

1.1 Bidders Qualification Criteria shall be as follows:

- a) The bidder shall either be a regular manufacturer of items in respective groups i.e., SS tubing, SS ferrule fittings, SS ball valves, Flexible fill hose used for CNG services.
- b) The bidder must have successfully executed at-least one order for supply of respective type of items (i.e., SS Tubing, Fittings, SS Ball valves, Flexible fill Hose as the case may be) of minimum below mentioned order value to any city gas distribution company in India or to any hydrocarbon company in India for use in the SS tube network operating at a pressure of 255 bar or more in single order in last 7 years reckoned from bid due date.

SL. No	Description	Minimum Supply Order Value in single order INR)
1.	Tube and Tube Fittings	50 Lacs
2.	SS Ball Valve	50 Lacs

The documentary evidence such as purchase orders and their respective completion/performance certificate has to be furnished in support of the same along with the bid

2.0 FINANCIAL CRITERIA

2.1 Annual Turnover



(a) Bidders should have minimum annual turnover of Rs.115 lakhs in any one of the preceding three financial years (2013-14, 2014-2015 and 2015-16).

2.2 Net worth

The Net Worth of the bidder should be positive as per the last audited financial statement 2015-16 for Indian bidders / 2015 ending Dec for Foreign Bidders

2.3 Working Capital

Bidder should have minimum working capital of Rs.23 Lakhs as per the last audited financial statement (2015-16). If the Bidder's working capital is inadequate, the bidder should submit a letter from the bidder's bank having networth not less than Rs.100 Crores, confirming the availability of line of credit for the working capital requirement as stated above.

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Documentary proofs in respect of above to be submitted along with the technical bid.

Bidder should furnish documentary evidence (copies of, Purchase Orders & relevant Inspection note, Performance Certificate issued by the client. Certificate of client should confirm trouble free operation of compressor for 8000 Hrs , Audited Balance Sheet, P&L Account, etc.) to substantiate their eligibility against the above technical as well as financial evaluation criteria along with the technical bid.

3.0 DOCUMENTS REQUIRED FOR QUALIFICATION:

3.1 Technical criteria:



1. Bidder shall meet the qualification criteria as stated above. Bidder shall furnish following documents along with the bid to justify meeting the stipulated qualification criteria.
2. Copy of the purchase order / Work order for the quoted items.
3. Inspection release note / completion certificate/ delivery proof / commissioning report for the skid linked with PO / WO.
4. Certificate from Inspection agency for the capability of workshop as per the Technical Criteria clause no 3.

Note: - All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified / attested by Chartered Engineer and notary public with legible stamp. In absence of any requisite documents, Godavari Gas Private Ltd reserves the right to reject the bid without making any reference to the bi



3.2 Financial criteria:

1. Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement with all schedules] of the three (3) preceding Financial Year(s), i.e. FY: 2013-14, 2014-15 & 2015-2016 along with un-price bid.
2. For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

In absence of requisite documents GGPL reserves the right to reject the bid without making any reference to bidders

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INSTRUCTIONS TO BIDDERS [ITB]

[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 Tender Document.

1.2 Throughout these Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives [Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.] are synonymous and 'Day' means 'Calendar Day'. 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB]".

2.2 The Bidder is not put on 'Holiday' by APGDC/HPCL/GGPL or 'Blacklisted' by any Government Department / Public Sector Enterprise.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" – **NOT ACCEPTABLE/APPLICABLE**

4 ONE BID PER BIDDER

A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process, individually as a Bidder. No Firm can be a sub-Contractor while submitting a Bid individually 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.

5 COST OF BIDDING



The Bidder shall bear all costs associated with the preparation and submission of the Bid and GGPL will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 SITE VISIT

The Bidder is advised to visit and examine the site 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.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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7.1 The 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 : CUT OUT SLIPS
- Section-II : BID EVALUATION CRITERIA [BEC]
- Section-III : Instructions to Bidders [ITB]
- Section-IV : General Conditions of Contract [GCC – Goods]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications
- Section-VII : Schedule of Rates
- Section-VIII : Forms and Formats

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request For Quotation [RFQ]" 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 "RFQ" no later than 'Five [05] days' prior to bid closing date. If deemed appropriate, 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 website www.godavarigas.in and no separate communication will be sent to Bidders.

Any clarification or information required by the Bidder but same not received by the Employer 'five [05] days' prior to the bid closing date, 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', GGPL may, for any reason, whether at its own initiative or in response to a clarification requested by a

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prospective Bidder, modify the Bidding Documents. Any addendum thus issued shall be part of the Bidding Documents and shall be posted on GGPL's e-tendering website.

- 9.2 In order to afford prospective Bidders, reasonable time in which to take the amendment(s) into account in preparing their Bids, GGPL may, at its discretion, extend the 'Bid Due Date'.

[C] – PREPARATION OF BIDS

- 10 LANGUAGE OF BID: The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and GGPL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied. In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

- 11.1 The Bid prepared by the Bidder shall comprise the following components:



- 11.2 PART-I: "Techno-commercial / Un-priced Bid" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead'
- (b) 'Bidder's General Information
- (c) 'Bid Form
- (d) EMD/Bid Security.
- (e) Copy of Schedule of Rate (SOR) with prices blanked out
- (f) 'Letter of Authority
- (g) 'No Deviation Confirmation
- (h) 'Bidder's Declaration
- (i) 'Certificate' from Bidder
- (j) 'Agreed Terms and Conditions'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER'
- (l) Documents substantiating "BID EVALUATION CRITERIA [BEC]"
- (m) Any Other Forms and Formats not mentioned above.
- (n) Any other information/details required as per Bid Document

Note: All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

The PART-I "Techno-commercial /Un-priced Bid" comprising all the above documents along with copy of EMD/Bid Bond should be uploaded in the relevant folders of GGPL's e-tendering portal.

11.3 PART-II : Price Bid

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The Prices are to be submitted strictly as per the Schedule of Rate and 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.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

11.4 EMD/Bid Bond

EMD/Bid Security should be to GGPL, 2nd Floor, Parishram Bhawan, APIDC building, Basheerbagh, Hyderabad-500004, in a sealed envelope, superscribing the Tender number.

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.

12.2 Prices must be filled in excel format enclosed as part of "RFQ" in GGPL's e-portal.

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/supply as per Specifications, Scope of Work / Service, Standards, "GCC", "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 [except 'Sales Tax', and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of Sales Tax & Excise Duty shall be indicated in Agreed Terms & Conditions 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.

12.6 The Bidder shall quote the prices in 'figures' and words.

12.7 Alternative Bids shall not be considered.



12.8 INVOICE AND PAYMENT

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All payments against the contract shall be released by GGPL, Hyderabad, India. The invoices must be addressed to the following:

Chief Finance Officer, Godavari Gas Private Limited,
2nd Floor, Parishram Bhavan, Basheer Bagh,
Hyderabad-500004

- 13 BID CURRENCIES: Indian Rupees only
- 14 BID VALIDITY
- 14.1 Bids shall be kept valid for 'three [03] months' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request that the Bidders 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 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-15" in all respects.
- 15 EARNEST MONEY/BID SECURITY
- 15.1 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' [in favor of GGPL, payable at Hyderabad] or 'Banker's Cheque' or 'Bank Guarantee'. Bidders shall ensure that Bank Guarantee', having a validity of at least SIX (6) months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bid Document. Bid not accompanied with 'Bid Security', or Bank Guarantee (not in requisite form) shall be liable for rejection.
- 15.2 The 'Bid Security' is required to protect GGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture.
- 15.3 GGPL shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 15.4 Any Bid not secured in accordance with "ITB: Clause-15" may be rejected by GGPL as non-responsive.
- 15.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by GGPL.
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- 15.6 The successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material and submission of PBG.
- 15.7 The 'Bid Security' may be forfeited:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
- (b) In the case of a successful Bidder, if the Bidder fails:
- (i) to accept the "Notification of Award" / "Fax of Acceptance [FOA]", or
- (ii) to furnish "Contract Performance Security / Security Deposit"
- (iii) to accept 'arithmetical corrections'
- 15.8 In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in Tender Documents.
- 15.9 "Central Public Sector Undertakings of Government of India" and "Firms Registered with NSIC" are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.
- 16 PRE-BID MEETING – Not applicable
- 17 FORMAT AND SIGNING OF BID
- 17.1 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. The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18 ZERO DEVIATION AND REJECTION CRITERIA
- 18.1 ZERO DEVIATION: Deviation to terms and conditions of "RFQ" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "RFQ" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents. 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. Technical and/or commercial query(s), if required, may be raised on the bidder(s) – the decision for which will be solely based on circumspection by GGPL. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be
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sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "RFQ/Tender Document", and submit all requisite documents as mentioned in this "RFQ/Tender Document", failing which your offer will be liable for rejection.

- 18.2 REJECTION CRITERIA: Deviation to the following clauses of "RFQ" shall lead to rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money / Bid Security
 - (c) Specifications & Scope of supply
 - (d) Special Conditions of Contract [SCC]
 - (e) General Conditions of Contract [GCC-Goods]
 - (f) Schedule of Rates / Price Schedule / Price Basis
 - (g) Duration of Contract/Completion Schedule
 - (h) Contract Performance Security / Security Deposit
 - (i) Guarantee / Defect Liability Period
 - (j) Force Majeure
 - (h) Period of Validity of Bid
 - (i) Price Reduction Schedule
 - (j) Arbitration / Jurisdiction of Court
 - (k) Force Majeure
 - (l) Documentary Evidence to Substantiate "BID EVALUATION CRITERIA [BEC]"

Note:

Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of "RFQ".

19 PAYMENT-TERMS

As per Special Conditions of Contract.

- 20 AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE - NOT APPLICABLE

[D] - SUBMISSION OF BIDS



21 PREPARATION & SUBMISSION OF BIDS:

- 21.1 Bid shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 Bids must be uploaded online not later than the date and time specified in the RFQ.

- 22.2 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. in which case all rights and obligations of

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GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

23 LATE BIDS (NOT APPLICABLE FOR E-TENDERING)

23.1 Any bid received by the OWNER after the bid due date and time prescribed in the Bid Document shall be rejected.

23.2 Telefax/E-mail offers will not be considered and shall be rejected.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.

24.2 No bid shall be modified after the deadline for submission of bids.

24.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.

[E] – BID OPENING AND EVALUATION

25 BID OPENING

GGPL will open bids (Part-I & III) at due date & time as stipulated in IFB. The bidder's names, the presence (or absence) and amount of bid security and any other such details as GGPL may consider appropriate will be announced by GGPL.

26 PROCESS TO BE CONFIDENTIAL



Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

27 CONTACTING THE EMPLOYER

27.1 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.

27.2 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.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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- 28.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid,
- (a) Meets the "BEC" / 'techno-commercial requirements' of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations. A material deviation or reservation is one,

- (a) That affects in any substantial way the scope, quality, or performance of the works;
- (b) That limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

28.3 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 nonconforming deviation or reservation.

29 CORRECTION OF ERRORS



28.1 The bids will be checked for any arithmetical errors as follows:

28.1.1 Rates should be quoted only in Figures. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS (NOT APPLICABLE)

31 EVALUATION AND COMPARISON OF BIDS

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31.1 Evaluation shall be done Itemwise and on FOT site basis. GGPL reserves the right to place order on one party or multiple parties at its own discretion.

32 PREFERENCE FOR DOMESTIC BIDDERS – NOT APPLICABLE

33 PURCHASE PREFERENCE:

33.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue.

34 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

[F] – AWARD OF CONTRACT

35 AWARD

Godavari Gas Private Limited shall award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest is determined to be qualified to satisfactorily perform the Contract.

36 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.

37 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE



37.1 Prior to the expiry of 'Period of Bid Validity', Godavari Gas Private Limited will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. In response, the successful Bidder will be required to confirm acceptance of the "Fax of Intent [FOI]/ Fax of Acceptance [FOA]".

37.2 'Time Period' shall be commenced from the date of "Notification of Award" or as may be mentioned in the "Letter of Acceptance [LOA]/ "Fax of Acceptance [FOA]". The "Letter of Acceptance [LOA]" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB, GGPL will promptly notify each successful Bidder and will discharge his 'Earnest Money / Bid Security', pursuant to "ITB.

38 CORRUPT OR FRAUDULENT PRACTICES

38.1 GGPL requires that Contractor(s) observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

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- (i) "Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders [prior to or after Bid submission] designed to establish Bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) Will declare a Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a Contract.

39 SUBMISSION OF FORGED DOCUMENTS:



39.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids.

In case, the information / document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, GGPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to GGPL under the contract such as withholding of payment etc.



Incase this issue of submission of false document comes to the notice after execution of work, GGPL shall have full right to forfeit any amount due to the vendor/contractor.

Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of APGDC/HPCL/GGPL debarring them from future business with GGPL.

===== X =====



 <p>GGPL GODAVARI GAS PRIVATE LIMITED</p>	<p>TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0104 Rev : C Page : 25 of 95</p>
 <p>KAVIN™</p>		

SECTION-III
GENERAL CONDITIONS OF CONTRACT
[GCC - GOODS]

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General Conditions of Contract (Goods)

1. Definitions

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

- 1.0 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.1 CONSULTANT[if engaged]shall mean M/s.....
.....h
aving its registered office at..... The term consultant includes successors, assigns of
M/s.....
- 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 up to and including rated capacity.
- 1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.
- 1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.
- 1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT 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/CONSULTANT through CONSULTANT to inspect equipment, stage wise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

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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 shall mean GGPL (GGPL) having its registered office at **D.No. 69-4-4/1, Srinivasa Nagar, Pithapuram Road, Opp. Boats Club, Kakinada-533003**. 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 CONSULTANT/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

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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.

1.23 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

2.1 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 fulfil 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.

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- 5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the 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/CONSULTANT consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central 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 remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. 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/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch 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/CONSULTANT.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
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- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy 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, etc.

8. Contract Obligations

- 8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 8.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the 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/CONSULTANT 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/CONSULTANT 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

- 10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT'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.
- 10.2 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
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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 and/or CONSULTANT 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. Performance Guarantee



- 12.1 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.
- 12.2 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.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. 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.

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- 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,
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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 & Progress Reporting

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. Time Schedule / Bar Chart shall be updated weekly.

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

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

14.2 Progress Trend Chart/Monthly Report



14.2.1 SELLER shall report monthly to PURCHASER, on the progress of the execution of CONTRACT and achievement of targets set out in time bar chart.

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- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.3.1 PURCHASER's/CONSULTANT'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.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to 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/CONSULTANT 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/CONSULTANT 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/CONSULTANT, the PURCHASER/CONSULTANT 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/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

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.
- 15.2 Delivery shall be deemed to have been made :
- a) 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.
 - b) 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.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).
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- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT 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/CONSULTANT.
- 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



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.

17. Transportation

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS on FOT Site basis (Retail Outlet of Oil Marketing Company near Kovvur, West Godavari Dist., AP) 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:
- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
 - 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
 - 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.
 - 18.1.4 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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18.2 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.

18.3 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.

19. Spare Parts, Maintenance Tools, Lubricants

19.1 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.

19.2 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:

19.2.1 The construction, execution and commissioning.



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.

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

19.5 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.

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

20. Guarantee

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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 /CONSULTANT'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/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) 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 first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the 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 fulfill the foregoing guarantees.



PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT 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/ CONSULTANT 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/ CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/ CONSULTANT 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.

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20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT 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 along with exchange rates used in such calculations these exchange rates shall be maintained.

General Notes:

- i) 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 together with Performance Guarantee for 10% of total order/Contract value.
- ii) 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.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In 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

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benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.

- viii) 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 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.

25.2 Any inexcusable 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, imposition of price reduction for delay in delivery and termination of the contract for default.

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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.

26.1.1 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 ½ % (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.

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

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT'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/CONSULTANT 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/ CONSULTANT 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.

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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 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 to such VENDOR.

28.2 Termination for Insolvency

28.2.1 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

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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, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

The SELLER shall advise PURCHASER/ CONSULTANT by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay

within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER/CONSULTANT reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.



For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT 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

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dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

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

30.4 Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator.

The 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 Hyderabad, India.

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

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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, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license 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 foreign 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/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. Permits & Certificates

- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT 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.

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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/CONSULTANT 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/CONSULTANT 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/CONSULTANT 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/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).

36.6 Paragraph heading



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

37. Import License

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

38. Fall Clause

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

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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/organizations including the Purchaser or any Department 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 along with each bill for payment for supplies made against this order:-

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the 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 Department of Central Govt. or any Department of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the 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. Publicity & Advertising

39.1 Seller shall not without the written permission of PURCHASER/CONSULTANT make a reference to PURCHASER/CONSULTANT or any Company affiliated with PURCHASER/CONSULTANT or to the destination or the description of goods or services supplied under the contract in any publication, publicity or advertising media.



40. Repeat Order

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



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41. Limitation of Liability

41.1 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.

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SECTION-IV
SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, Specification of work, Drawing and any other documents forming part of this Contract wherever the context so require.

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

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.

2. DELIVERY SCHEDULE

Delivery is the essence of contract. Supply of SS tubing, SS Ferrule Fittings, Flexible Fill Hose and Ball Valves shall be delivered within **6 Weeks** from the date of issue of LOI.

- 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 Tubing and Tube Fittings 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 the designated site in East/West Godavari District of Andhra Pradesh.

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.

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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).



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.

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SECTION-V

MATERIAL REQUISITION FOR SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES

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1.0 INTRODUCTION

1.1 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) plans to execute 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. 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.

To meet this objective, in the initial phase it is proposed to put up three (3) numbers of City Gas Distribution cum CNG Mother Stations and seven (7) numbers of Daughter Booster CNG stations to supply Compressed Natural Gas to CNG vehicles in East & West Godavari Districts.

The following specification is intended to give the bidder regarding technical and operating conditions of SS Tubing, SS Ferrule fittings, SS ball valve (both 2-way & 3-way) & Flexible fill hose must fulfill.



The components shall be designed to maximise safe and reliable operation, fit for the purpose in compliance with codes, standards and specifications.

2.0 SCOPE OF WORK

The Scope of the tenderer will include manufacture, supply, inspection, Testing, marking, packaging, handling and despatch of high pressure SS Tubing, SS Tube Fittings, Flexible fill hose & SS Ball valves (2-way & 3-way).

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

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

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3.0 SCOPE OF SUPPLY:

Sl. No.	Description	Quantity (Nos.)	Remarks
	Supply Of SS Tubing, SS Ferrule Fittings, SS Ball Valves, Flexible Fill Hoses are Conforming to Technical Specifications of this tender document and The following sizes/quantities as mentioned Below		
1. GROUP-A: SS TUBE			
	ITEMS	SPECIFICATIONS	
1.1	Tube	Size 3/4", Material :SS316, 0.095 Wall thickness (in meters)	3350
1.2	Tube	Size 1/2", Material :SS316, 0.083 Wall thickness (in meters)	70
1.3	Tube	Size 1/4", Material :SS316, 0.035 Wall thickness (in meters)	90
2. GROUP-B: SS FERRULE FITTINGS, QUICK CONNECTOR			
2.1	Quick Connect Body & Stem	End connection: 1/2" Tube OD, for stem & 1/2"NPT (F) for body Material : SS316; Rated pressure : 5000 PSI @ 70°F Temperature	17
2.2	Reducing Union	Tube OD 3/4" x Tube OD 1/2", Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	209
2.3	Union	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	575
2.4	Equal Tee	Size:3/4" OD x 3/4" OD x 3/4" OD, Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	141
2.5	Male Connector	Size 3/4" NPT (M) x 3/4" OD, Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	120
2.6	Male Connector	Size 1/2" NPT (M) x 1/2" OD, SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	110
2.7	Male Connector	Size 1/2" NPT (M) x 1/2" NPT (M) , SS316(Rated pressure : 5000 PSI @ 70°F Temperature)	50
2.8	Union	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	90





**TENDER DOCUMENT FOR
SUPPLY OF SS TUBING, SS
FERRULE FITTINGS, FLEXIBLE
FILL HOSE AND BALL VALVES
FOR MOTHER AND DAUGHTER
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Sl. No.	Description		Quantity (Nos.)	Remarks
2.9	Equal Tee	Size:1/4" OD x 1/4" OD x 1/4" OD, Material : SS316	90	
2.10	Male Connector	Size 1/4" NPT (M) x 1/4" OD, Material : SS316	90	
2.11	CAP	Size :3/4"OD (Rated pressure : 5000 PSI @ 70°F Temperature)	65	
2.12	Front Ferrule	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	150	
2.13	Back Ferrule	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	150	
2.14	Nut	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	150	
2.15	Front Ferrule	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.16	Back Ferrule	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.17	Nut	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.18	Front Ferrule	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.19	Back Ferrule	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.20	Nut	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	75	
2.21	Bull Nose Fitting	Size: 1/2" NPT (M) outer thread x 1/4" NPT (M) port (Rated pressure : 5000 PSI @ 70°F Temperature)	20	
2.22	Body Hex male connector	Size: 3/4" NPT (M) outer thread x 1/4" NPT (F) inner thread (Rated pressure : 5000 PSI @ 70°F Temperature)	77	
2.23	Tube Stub	Size 3/4" OD (Rated pressure : 5000 PSI @ 70°F Temperature)	77	



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Sl. No.	Description	Quantity (Nos.)	Remarks
<u>3. GROUP-C: SS BALL VALVE (2 WAY & 3 WAY TYPE)</u>			
3.1	3-Way Trunnion Mounted, Reducer Bore Ball Valve 1/2" OD end Connection and 1/2" NPT (F) bottom end	17	Working Pressure : 250 bar g, size : 1/2" OD- 2 Ferrule end connection & 1/2" NPT(F) port with Nut, Back & Front Ferrule, Body : SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.
3.2	2-Way Trunnion / floating Normal Bore Ball Valve 3/4"	221	Working Pressure : 250 bar g, size : 3/4" OD, with Nut, Back & Front Ferrule, Nylon Handle, Body : SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.
3.3	2-Way Trunnion / floating Normal Bore Ball Valve 1/2"	17	Working Pressure : 250 bar g, size : 1/2" OD, with Nut, Back & Front Ferrule, Nylon Handle, Body : SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.
<u>4. GROUP-D: FLEXIBLE FILL HOSE</u>			
4.1	1/2" ID Core Thermoplastic Hose for CNG Service	17	With both side 1/2"OD SS-316 tube adaptor end connection & Spring guard x 5 ft long. Hose should conform to NFPA 52, AGA1-93 and AGA/CGA, ANSI 4.2112.52

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SECTION-VI

TECHNICAL SPECIFICATION FOR SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES



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1.0 TECHNICAL SPECIFICATIONS

The specifications described herewith are intended to give vendor the technical & operating conditions of tube, SS ferrule fitting, SS ball valve, flexible fill hose 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 component 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
H ₂ S	0.00001	0.00001
Total	100.0	100.0

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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	:	≤10 mg/sm ³ (Ethyl Mercaptan)



1.3 CNG STATION DESIGN PARAMETERS

1.3.1 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 SCM/H
Cascade Capacity	:	3000 Litre of water

2.0 CODES AND STANDARDS



ITEMS	APPLICABLE CODES AND STANDARDS
Tubes	ASTM A269- Standard Specification for Seamless and Welded austenitic stainless steel Tubing for general services.
Bar Stock	ASME SA-479-316 or DIN 4401 or BS:970-316-S31
Forging	ASME SA-182-316 or DIN 4401 or BS:970-316-S31
Thread	NPT ANSI B 1.20.1
Valves	MSS-SP-99

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HOSE (For CNG Application)	NFPA-52, AGA1-93, ANSI-4.2112.52
END CONNECTIONS	ASTM A 276, ASTM A 479, ASME SA 479, ASTM A 262, Practice-A to E and or EN ISO 3651-2, Method A.

3.0 TUBING SPECIFICATION

- All the items shall be suitable for compressed natural gas service and meet following specifications.
- Tube material shall be stainless steel as per ASTM A269 (Grade TP 316).
- Tubing material shall have minimum molybdenum content 2.5%, carbon content of max. 0.030%.
- Tube shall be bright annealed.
- Tube shall be seamless.
- Tube hardness shall be less than Rb 80. Tubes shall be NACE MR 0175 certified for hardness. Hardness test shall be carried out on each tube.
- Each tube shall be hydrotested as per requirement of ASTM A450 clause 22.3, at a hydrotest pressure of 350 kg/cm²(g). However, it shall be ensured that the test pressure does not result in stresses exceeding the yield strength at test pressure.
- All S.S.tubes shall be online 100% eddy current Tested as per ASTM A450.
- Tolerance on outer diameter shall be $\pm 0.005"$.
- Tube shall be of 5 to 6 meter in length.
- Tubing should be clearly marked with the specifications given in the inspection Certificate with heat code, lot code, outer diameter and wall thickness with inspection certificate no.
- Tubes should be supplied with both ends plugged with clean interiors & each packing containing tubes shall carry the following stamped or written in

	<p style="text-align: center;">TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0104 Rev : C Page : 61 of 95</p>
		

inedible ink, manufacturer's name or trade mark, designation of tubes, lot no. etc.

Minimum thickness shall be as per following table:



TUBE OD	MINIMUM WALL THICKNESS	MAXIMUM ALLOWABLE WORKING PRESSURE, psig
1"	0.120"	4700
¾"	0.095"	4700
½"	0.083"	4700
¾"	0.065"	4800
¼"	0.035"	4800

Note: Bidder to reconfirm maximum allowable working pressure for each tube size.

3.1 DOCUMENTATION

FOLLOWING DOCUMENTS / CERTIFICATES TO BE SUBMITTED:

- Chemical composition for heat
- Chemical composition for products
- Tensile test
- Hardness test
- Flaring test
- Eddy Current Test
- Leak test
- Visual inspection and dimensional check

	<p style="text-align: center;">TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0104 Rev : C Page : 62 of 95</p>
		

3.2 INSPECTION AND TESTING

- Inspection shall be carried out as per GGPL Technical specifications, relevant codes/standard and Inspection Plan/ QAP. Vendor to prepare detailed QAP and submit the same for approval of GGPL / GGPL Authorized representatives.
- Vendor shall furnish all the material test certificates, proof of approval/ license from specified authority as per specified standard, if relevant, internal test/ inspection reports as per GGPL. Technical specification and specified code for 100% material, at the time of final inspection of each supply lot of material.
- Even after third party inspection, GGPL. Reserves the right to select a sample of tube randomly from each manufacturing batch & these independently tested. Should the results of these tests fall outside the limits specified in GGPL Technical specification, then GGPL reserves the rights to reject all production supplied from the batch.
- For any control test or examination required under the supervision of TPIA/owner/owner's representative, latter shall be informed in writing one (1) week in advance by vendor about inspection date & place along with production schedule



4.0 SS FERRULE FITTINGS SPECIFICATION

All the items shall be suitable for compressed Natural Gas service and meet following specifications

4.1 MATERIALS

Fittings shall be manufactured from the following materials:



- Bar stock shall be as per BS:970-316-S31, DIN 4401 or ASME 479-316 but with carbon content less than 0.05% to provide increased resistance to corrosion.
 - Forgings shall be as per BS:970-316-S31, DIN 4401 or ASME SA-182-316.
-

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- The fittings end connections shall be compatible to tube of hardness dRb80.
- All component parts of the fittings shall be of the same material.
- The ferrule material shall be able to withstand an atmosphere of Natural Gas, oil and moisture without rusting.

4.2 DESIGN AND MANUFACTURE

- All fittings shall be designed in conformance with the requirements of ASME B31.3 and applicable standards. Area classification applicable for all items shall be Class-1, Division-1, Group-D as per NEC or Zone-1 GroupIIA / IIB as per IS / IEC specification or equivalent specification. all fittings shall be designed so that all parts / components meet the requirements for the specified area classification.
 - The SS fittings shall be of flareless design and four piece construction, consisting of front and rear ferrules, nut and body suitable for use on SS tubes conforming to ASTM A269 TP316.
 - Fittings shall be rated for at least the design pressure as stipulated in the material requisition. The design of fittings shall ensure that they shall be capable of holding full tube burst pressure after only one and a quarter turn pull up of the nut.
 - The threaded ends of fittings shall be NPT as per ANSI B1.20.1.
 - The fittings shall hold the tube with collecting action producing a firm grip on the tube without substantially reducing the tube wall thickness.
 - Fittings shall not torque the tubing during original or subsequent make-up of the connection and should use geometry for inspection before and after make up the fittings shall not require disassembly for inspection before or after makeup.
 - All tube fittings shall be guageable for sufficient pull up after one and a quarter turn. All tube fittings shall have a guageable shoulder and there
-

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will be no radius at the point where the shoulder meets the neck of the fitting body.



- The gap inspection gauge shall be easily insertable at finger tight position of nut. The gap inspection gauge shall not be insertable between the nut and shoulder of the fitting after completing only one and a quarter turn pull up of the nut.
- The tube seat counter bore in the body shall be faced flat 90° to the axis of the tubing to minimize tube expansion and subsequent galling.
- The sealing and gripping power of the fitting shall be controlled such that the action between ferrules will overcome commercial variations in tubing wall thickness, hardness, diameter and installer skill.
- The seal contact areas of the fittings body shall have a machined finish of 32 Ra or better.
- The fittings body shall have no machined stop or shoulder to preclude additional tightening in subsequent make-up.

Front Ferrule

- The front ferrule shall effect a long, smooth repeatable seal by contact with body and a grip hold on the tube surface.
- The front ferrule shall always remain in a sprung condition to compensate for thermal stresses and to accomplish repeated make and break.

Back Ferrule

- The rear ferrule shall collect the tubing surface, improving the performance of the tubing in systems of high impulse or vibration.
 - The rear ferrule shall have a machine recess on the inside diameter and shall have complete surface hardening so as to substantially reduce the required pull up torque. Both the requirements i.e. complete surface hardness and machined recess shall be met for all rear ferrules.
-

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- Nuts shall have silver plated threads to act as a lubricating agent to avoid galling and to reduce tightening torque.

4.3 INSPECTION AND TESTING

- The manufacturer shall submit typical type test reports for the following test carrier out on random samples of two ferrule fittings:
 - Hydraulic burst pressure test.
 - Helium leak test under 0.0002 PSIA negative pressure, leaks into assembly greater than 4.0×10^{-9} atm-cc/sec being unacceptable.
 - Gas pressure test for 25 remarks at 5000 Psig. No leakage should be detectable even after 25 remarks.
 - Impulse & vibration testing by "rotary beam method" for 5,00,000 impulse cycles and 20 million vibration cycles with no detectable leakage at full working pressure throughout till the end of the test.

4.4 TEST REPORTS AND CERTIFICATES

- The manufacturer shall supply material compliance certificates conforming that the raw material for fittings conforms to the requirements of ASME Section-II and ASME Section-III sub section NB, NC and ND.



5.0 SS BALL VALVE SPECIFICATION

5.1 MATERIALS

The valve body shall be made of material conforming to ASTM A479 type 316. Material of construction of ball shall conform to ASTM A276 type 316. Material of construction of seat springs shall be Alloy X-750.

5.2 DESIGN&MANUFACTURE

- All ball valves shall be designed in conformance with the requirements of ASME 31.3, MSS-SP-99 and other applicable code and standards. Area classification applicable for all items shall be Class-1, Division-1, Group-D
-

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as per NEC or Zone-1 Group-IIA/ IIB as per IS/ IEC specification or equivalent specification. All fittings shall be designed so that all parts/components meet the requirements for the specified area classification.

- Valves shall be rated for a maximum working pressure of 5000 psig and shall be capable of operation between a temperature range of (-40)° to 250°F.
- Valves shall have spring loaded PEEK seats allowing seal-ability over the full pressure range at any port and low operating torque over the full range of pressures & temperatures.
- Elastomeric seals, which require no packing adjustment, shall be used.
- Valves stem shall be of bottom loaded and blow out proof design.
- Ball shall be blow out proof and floating/trunnion mounted.
- Valves shall have positive wrench/ handle stops, Phenolic black wrench/ handle shall be provided. Wrench/ handle shall indicate the direction to flow. In case of three way valves the stem shall also provided a visual indication of flow direction if the handle is removed.



5.3 INSPECTION AND TESTING

The valve manufacturer shall submit typical type test reports for the following test carrier out on similar valves :-

- Hydrostatic seat leak test shall be carried out with de-ionised water. There shall be no detectable set leakage at 1.1 times the rated pressure of the valve.
- Gas pressure test for seat and shell shall be carried out with nitrogen at 1000 psig. There shall be no detectable external leakage. Maximum allowable seat leakage shall be 0.1 atm-cc/min.

5.4 OTHER REQUIREMENTS

- Manufacturer should confirm that valves are approved by rail road commission of texas, LP gas division under regulation for compressed natural gas or ANSI/ AGA NGV 3.1 1995, CAN/CGA - 12.3-M95 "Fuel systems components for natural gas powered vehicles" by "Canadian Standard Association".

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- Spares and Accessories
 - i) If required, manufacturer shall furnish a list of recommended spares and accessories for valves required during start up and commissioning.
 - ii) If required, manufacturer shall furnish a list of recommended spares and accessories required for two years of manual operation and maintenance of valves.
 - iii) manufacturer shall quote for spares and accessories as per the material requisition.
- Test Reports & Certificate
 - i) The manufacturer shall supply material compliance certificates. The valve manufacturer shall provide test procedure and valve inspection and test reports for type tests carried out on similar valves as per the requirements specified in clause 7.3.3

6.0 FLEXIBLE FILL HOSE

The specifications described herewith are intended to give vendor the technical and operating conditions the Flexible Fill Hose should fulfil. Vendor may indicate in his offer, the additional features, which his Flexible fill Hose has in terms of better design, enhance reliability etc., however such feature may be accepted subject to client's review and approval.

Each Flexible Fill Hose should have the following specifications: -

- The core material shall be non-metallic, electrically conductive, thermoplastic flexible hose of 5 feet length with both ends 1/2" OD SS 316 tube adapter end connection and spring guard in complete conformity with the relevant codes & standards as mentioned above.
 - Two or more layers of fiber reinforcement.
 - Thick layer of abrasion resistant Polyurethane Black cover to prevent abrasion and display better wear resistance shall be provided on the hose.
 - Electrical conductivity shall comply with AGA1-93.
 - End Connections shall be SS-316 material conforming to relevant Design standards as specified above.
-

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- The whole assembly shall be rated for a working pressure of 5000 psig and shall be rated for temp. Range of -40 to 250°F.
- Specific conductivity of Filling Hose shall be 0.512 Mega ohms for lengths up to 180" (approx. 4.5 Mtr.) and 3.5 Mega ohms for length over 180" and up to 1200" (approx. 30 Mtr.).
- Minimum Burst Pressure of Flexible Fill Hose shall be four times the working pressure.

6.1 TEST REPORTS AND CERTIFICATES

- The manufacturer shall supply material compliance certificate.
- The manufacturer must submit product type test reports for the following tests conducted on CNG hoses:
 - a. Hydraulic burst pressure test
 - b. Hydraulic proof pressure test
 - c. Hydraulic leakage test
 - d. Change in length test

7.0 DOCUMENTATION

- All document shall be furnished in English language only.
 - At the time of bidding, bidder shall submit following documents.
 - Reference list of previous supply for similar item, giving following details.
 - i. Name of the customer.
 - ii. Specification of the item i.e., size and pressure & temperature rating.
 - iii. Service
 - iv. Quantity
 - v. Year of supply
 - vi. Copy of Third Party Inspection Certificates.
 - Copy of ISO:9000 certification for supplier / manufacturer.
-

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- Manufacturer Quality Control Plan.
- Clause wise deviations to the specification.
- Following test certificates shall be furnished along with shipment.
- vii. Test certificate of visual, chemical, mechanical testing (incl. tensile, hardness, flaring and leak test).
- viii. Manufacturers standard shop inspection & test report for all items.
- ix. The test report for specified tests.
- x. Third party inspection report as applicable to meet the requirements of Specified codes & standards as applicable.

8.0 MARKING, PACKING & SHIPMENT



- Heat code traceability number shall be stamped or etched on both body/valve body and nut of each fitting.
- Replacement nuts and ferrules shall be packaged in a manner so as to allow safe and simple replacement
- All the items shall be suitably wrapped and packaged to with stand rough handling during ocean shipment and inland journey. Tubes should be supplied with both end plugged.
- The item shall be properly tagged and package separately to facilitate easy identification.
- Items shall be wrapped and packaged in such-a-way that they can be preserved in original as new condition.

9.0 GUARANTEE

- Manufacturer shall guarantee that the design, materials, manufacturing and testing of tubes conform to the requirement of this specification. Manufacturer shall replace all tubes free of costs which fail during field pressure testing or do not perform satisfactorily due to inadequate engineering, substandard material and poor workmanship.
-

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- The manufacturer shall guarantee against any defect, failure or malfunctioning occurring during 12 months from the date of commissioning or 24 months from the date of supply whichever is earlier.
-

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SECTION-VII
SCHEDULE OF RATES (SOR)



TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION

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SCHEDULE OF RATES

Tender No. GGPL/C&P/EG&WG/4717/2016-17

ITEM: TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES

Sl. No	Item Description	Unit	Qty	Unit FOT Desp.Point price including P&F charges (Rs)	Excise Duty in %age	Unit Excise Duty (Rs)	CST in %age	Unit CST (Rs)	Unit Freight upto FOT Project Site incl. Octroi/entry tax, transit Insurance & unloading	Unit FOT-Site Price with Form-C (5+7+9+10) (Rs)	Total FOT price with Form-C (4x11) (Rs)
1	2	3	4	5	6	7	8	9	10	11	12
	Supply Of SS Tubing, SS Ferrule Fittings, SS Ball Valves, Flexible Fill Hoses are Conforming to Technical Specifications of this tender document and The following sizes/quantities as mentioned Below										
1. GROUP-A: SS TUBE											
	ITEMS	SPECIFICATIONS									
1.1	Tube	Size 3/4", Material :SS316, 0.095" Wall thickness	m	3350							
1.2	Tube	Size 1/2", Material :SS316, 0.083" Wall thickness	m	70							
1.3	Tube	Size 1/4", Material :SS316, 0.035" Wall thickness	m	90							



**TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS
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**2. GROUP-B: SS FERRULE FITTINGS,
QUICK CONNECTOR**

	ITEMS	SPECIFICATIONS									
2.1	Quick Connect Body & Stem	End connection: 1/2" Tube OD, for stem & 1/2"NPT (F) for body Material : SS316; Rated pressure : 5000 PSI @ 70°F Temperature	Nos.	17							
2.2	Reducing Union	Tube OD 3/4" x Tube OD 1/2", Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	209							
2.3	Union	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	575							
2.4	Equal Tee	Size:3/4" OD x 3/4" OD x 3/4" OD, Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	141							
2.5	Male Connector	Size 3/4" NPT (M) x 3/4" OD, Material :SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	120							



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2.6	Male Connector	Size 1/2" NPT (M) x 1/2" OD, SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	110								
2.7	Male Connector	Size 1/2" NPT (M) x 1/2" NPT (M) , SS316(Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	50								
2.8	Union	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	90								
2.9	Equal Tee	Size:1/4" OD x 1/4" OD x 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	90								
2.10	Male Connector	Size 1/4" NPT (M) x 1/4" OD, Material : SS316 (Rated Pressure : 5000 PSI @ 70°F)	Nos.	90								
2.11	CAP	Size :3/4"OD (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	65								
2.12	Front Ferrule	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F)	Nos.	150								
2.13	Back Ferrule	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	150								



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2.14	Nut	Size : 3/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	150								
2.15	Front Ferrule	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	75								
2.16	Back Ferrule	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	75								
2.17	Nut	Size : 1/2" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F)	Nos.	75								
2.18	Front Ferrule	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	75								
2.19	Back Ferrule	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	75								
2.20	Nut	Size : 1/4" OD, Material : SS316 (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	75								
2.21	Bull Nose Fitting	Size: 1/2" NPT (M) outer thread x 1/4" NPT (M) port (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	20								



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2.22	Body Hex male connector	Size: 3/4" NPT (M) outer thread x 1/4" NPT (F) inner thread (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	77								
2.23	Tube Stub	Size: 3/4" NPT (M) outer thread x 1/4" NPT (F) inner thread (Rated pressure : 5000 PSI @ 70°F Temperature)	Nos.	77								
<u>3. GROUP-C: SS BALL VALVE (2 WAY & 3 WAY TYPE)</u>												
	ITEMS	SPECIFICATIONS										
3.1	3-Way Trunnion Mounted, Reducer Bore Ball Valve 1/2" OD end Connection and 1/2" NPT (F) bottom end	Working Pressure: 250 bar g, Size: 1/2" OD- 2 Ferrule end connection & 1/2" NPT (F) port with Nut, Back & Front Ferrule, Body: SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.	Nos.	17								



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3.2	2-Way Trunnion / floating Normal Bore Ball Valve 3/4"	Working Pressure: 250 bar g, size: 3/4" OD, with Nut, Back & Front Ferrule, Nylon Handle, Body: SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.	Nos.	221								
3.3	2-Way Trunnion / floating Normal Bore Ball Valve 1/2"	Working Pressure : 250 bar g, size : 1/2" OD, with Nut, Back & Front Ferrule, Nylon Handle, Body : SS316 with Peek Seats with additional 1 set of Nuts, Back & Front Ferrule etc.	Nos.	17								



TENDER DOCUMENT FOR SUPPLY OF SS TUBING, SS FERRULE FITTINGS, FLEXIBLE FILL HOSE AND BALL VALVES FOR MOTHER AND DAUGHTER BOOSTER STATION

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4. GROUP-D: FLEXIBLE FILL HOSE

ITEMS		SPECIFICATIONS										
4.1	1/2" ID Core Thermoplastic Hose for CNG Service	With both side 1/2"OD SS-316 tube adaptor end connection & Spring guard x 5 ft long. Hose should conform to NFPA 52, AGA1-93 and AGA/CGA, ANSI 4.2112.52	Nos.	17								

Signature, Seal with Date of the Bidder's

Authorized Signatory



**TENDER DOCUMENT FOR
SUPPLY OF SS TUBING, SS
FERRULE FITTINGS, FLEXIBLE
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SECTION-VIII

FORMS AND FORMATS

	TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION	Doc No : 16017-G-TB-0101
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FORM-1

BIDDER'S GENERAL INFORMATION

To

GGPL

Hyderabad

Sub: Supply of

1. Name of Bidder / Firm: _____
2. Status of Firm : Proprietorship Firm / Partnership Firm [Mark]
3. Number of Years in Operation _____
4. Registered Address _____

5. Operational Address [if different from above]

6. Telephone Number _____
[Area Code] [Number]
7. E-mail ID & Website _____
8. Tele-fax Number _____
9. ISO Certification [If Any] _____ [If 'Yes', Please Furnish Details]:
10. PAN [Number] _____
[Enclose Copy of 'PAN Card']
11. Service Tax Number _____
[Enclose Copy of 'Service Tax Registration Certificate']

Place:


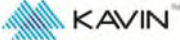
[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101</p> <p>Rev : C</p> <p>Page : 81 of 95</p>
		

FORM-2
BID FORM

To
GGPL
Hyderabad

Sub: Supply of

Dear Sir,

After examining / reviewing the Bidding Documents for Supply of CNG Booster Compressor for the City Gas Distribution Projects of East and West Godavari Districts, AP including "Specifications & Scope of Supply", "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, pleased to offer to execute the whole part of the work and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

Until a final Agreement is prepared and executed, the Bid together with your written acceptance thereof in your "Notification of Award" shall constitute a binding Agreement between us.



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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

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FORM-3
LIST OF ENCLOSURES

To

GGPL

Hyderabad


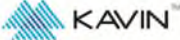
Sub: Supply of

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. 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.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
4. All Formats duly filled and signed with seal

(SEAL AND SIGNATURE OF BIDDER)

	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101 Rev : C Page : 83 of 95</p>
		

FORMAT -3A

**FORMAT FOR STATUTORY AUDITOR'S / CHARTERED ACCOUNTANT*
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**


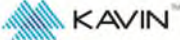
We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Net worth as per Balance Sheet of 2015-16	
Working Capital as per Balance Sheet of 2015-16	

Name of Audit Firm/
Chartered Accountant
Date

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

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FORM-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No.....

Date.....

To:

**M/s GGPL
Hyderabad**

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 "Supply of CNG Booster Compressor for the City Gas Distribution Projects of East and West Godavari Districts, AP".

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 GGPL, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GGPL, 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 six (06) months after the date finally set out for closing of tender]. 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 _____.


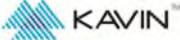
WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101 Rev : C Page : 85 of 95</p>
		

FORM-5

LETTER OF AUTHORITY

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

Ref:

Date:

To

**GGPL
Hyderabad**

Sub: Supply of CNG Booster Compressor for the City Gas Distribution Projects of East and West Godavari Districts, AP

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).

Yours faithfully,

Place:



[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

 GGPL GODAVARI GAS PROJECTS LIMITED	TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION	Doc No : 16017-G-TB-0101 Rev : C Page : 86 of 95
 KAVIN™		

FORM-6
"NO DEVIATION" CONFIRMATION

To
GGPL
Hyderabad


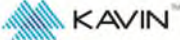
Sub: Supply of

Dear Sir,

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

Place:
Date:

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

	<p style="text-align: center;">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101 Rev : C Page : 87 of 95</p>
		

FORM-6A
DECLARATION

To
GGPL
Hyderabad

Sub: Supply of

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

Place:



[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101</p>
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FORM-7

CERTIFICATE

To

**GGPL
Hyderabad**

Sub: Supply of

Dear Sir,

"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 there under. 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:

	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0101</p>
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FORM-8

AGREED TERMS & CONDITIONS

Sub: Supply of CNG Booster Compressor

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 Tax & Duties	ST/VAT:% Excise Duty:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee shall be furnished as per Bid Document.	
7.	Confirm compliance to Delivery/ Completion Schedule as specified in Bid document.	
8.	a) Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. Liquidated damages or penalty are not acceptable. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
9.	a) Confirm acceptance of complete Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
10.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details :	

	TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION	Doc No : 16017-G-TB-0101 Rev : C Page : 90 of 95
		

S1.	DESCRIPTION	BIDDER'S CONFIRMATION
	a) EMD/ Bid Security No. & date b) Value c) Validity	
12.	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.	
13.	The bidder is required to state (in sentence form) whether any of the 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.	
14.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings, then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	
15.	All correspondence must be in ENGLISH language only.	
16.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids including those received late or incomplete.	
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Bidder: M/s _____

Place : _____


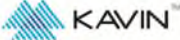
_____ (Signature of Authorized Signatory)

Date : _____

Name : _____

Seal : _____

Designation : _____

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FORM-9

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

GGPL

Hyderabad

Fax : 040-67304951

Sub: Supply of

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 :


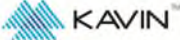
Signature :

Name :

Designation :

Date :

Seal/Stamp :

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FORM-10
Undertaking on Letterhead

To
GGPL
Hyderabad 110066


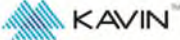
Sub: Supply of

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”.

It is also confirmed that this undertaking is hereby given in place of submission of tender document duly signed in all pages.

(SIGNATURE OF BIDDER)

	TENDER DOCUMENT FOR THE SUPPLY OF CNG BOOSTER COMPRESSOR PACKAGES FOR DAUGHTER BOOSTER STATION	Doc No : 16017-G-TB-0101 Rev : C Page : 93 of 95
		

FORM-11

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To GGPL, Hyderabad


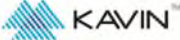
Dear Sir(s),

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 its Corporate Office 2nd Floor, Parishram Bhavan, APIDC Bldg, Basheer bagh, Hyderabad-500004 (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/CONSULTANT 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 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

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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.
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 Hyderabad.
8. 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.
9. 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,
Signature of a person duly
Authorized to sign on behalf of the Bank



**TENDER DOCUMENT FOR THE
SUPPLY OF CNG BOOSTER
COMPRESSOR PACKAGES FOR
DAUGHTER BOOSTER
STATION**

Doc No : 16017-G-TB-0101

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