



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



TENDER DOCUMENT

**SUPPLY OF CNG CAR & BUS DISPENSERS FOR MOTHER AND
DAUGHTER BOOSTER STATIONS AT
EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH**

TENDER NO.: GGPL/C&P/Pur/4719/2016-17

PREPARED AND ISSUED BY



	TENDER DOCUMENT FOR SUPPLY OF CNG CAR & BUS DISPENSERS FOR MOTHER AND DAUGHTER BOOSTER STATION	Doc No : 16017-G-TB-0103 Rev : C Page : 2 of 126
		

"REQUEST FOR QUOTATION"

Ref: GGPL/C&P/PUR/4719/2016-17

Date: 10.01.2017

To

Sub: Supply of **CNG CAR & BUS Dispensers** for the Mother and Daughter Booster Stations at East & West Godavari Districts Of Andhra Pradesh – Tender No. GGPL/C&P/4719/2016-17



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 CAR & BUS Dispensers
(B)	DELIVERY SCHEDULE	8 Weeks from the date of Letter of Intent.
(C)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	As indicated below in the RFQ.
(D)	DUE DATE & TIME OF BID-SUBMISSION	14:00 Hrs of 30.01.2017
(F)	TYPE OF BIDDING	2(Two) Bid System (Un-priced and Priced)
(G)	DATE & TIME OF UN-PRICED BID OPENING	15:00 Hrs of 30.01.2017
(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@godavarigas.in rvasanthkumar@gail.co.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.4,20,000/- (Rupees Four Lakhs Twenty 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.
- (d) "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.

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❖ **NOTE:**

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



Authorised Signatory







 <p>GAPL GODAVARI GAS PRIVATE LIMITED</p>	<p align="center">TENDER DOCUMENT FOR THE SUPPLY OF CNG CAR & BUS DISPENSERS FOR MOTHER AND DAUGHTER BOOSTER STATION</p>	<p>Doc No : 16017-G-TB-0103 Rev : C Page : 7 of 126</p>
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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) Bidder shall be a regular manufacturer or an authorized representative of manufacturer for Dispenser handling hydrocarbon gas.
- b) Bidder shall have valid PESO license for the quoted make and model.
- c) Bidder shall have valid Type approval of CNG Dispenser for quoted make and model.
- d) Bidder shall have the License to manufacture as per the Legal Metrology Act/Rules as amended up to date.
- e) Bidder shall have the License for Repairs and Maintenance as per the Legal Metrology Act/Rules as amended up to date. If the bidder does not have the License at the time of bid submission, the bidder shall submit an undertaking to obtain the License from the Legal Metrology department, in case the order is awarded to them.
- f) The bidder should have engineered, manufactured, assembled, tested and supplied from proposed facility at least 8 Nos. Dispensers identical or validly similar to technical specifications given in the tender in past Five years and same must be satisfactorily operating for not less than 4000 hours each as on the bid due date.
- g) The bidder shall have single point responsibility for supplying, installing & commissioning of dispenser.



2.0 FINANCIAL CRITERIA

2.1 Annual Turnover

The minimum annual turnover achieved by the bidder as per their audited financial results in any one of the 3 (three) immediate preceding financial years i.e. FY 2013-14, FY 2014-15 , FY 2015-16*, shall be RS. 95 Lakhs.

2.2 Net worth

Net worth of the bidder should be positive as per the financial results of immediate preceding year 2015-16.

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2.3 Working Capital

Bidder should have minimum working capital of Rs.19 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.

3.0 DOCUMENTS REQUIRED FOR QUALIFICATION:

3.1 Technical criteria:

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.

- 3.1.1. Copy of the purchase order.
- 3.1.2. Inspection release note/delivery proof / commissioning report for the Cascade linked with PO.
- 3.1.3. Certificate from Inspection agency for the capability of workshop as per the Technical Criteria.
- 3.1.4. Valid PESO Licence.



Note: - All documents in support of Bid Evaluation Criteria (Technical) 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 bidder.

3.2 Financial criteria:



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.

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

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":

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Section-III	:	Instructions to Bidders [ITB]
Section-IV	:	General Conditions of Contract [GCC – Goods]
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Section-VI	:	Specifications
Section-VII	:	Schedule of Rates
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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 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.

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- 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

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.

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- 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

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

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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.
- 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.
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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 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

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

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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

28.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid,

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- (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

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

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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:

(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

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- (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 =====

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

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General Conditions of Contract (Goods)

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1. Definitions

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

- 1.0 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.
- All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
 - 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 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. CNG Storage Stationary and Mobile Cascades shall be delivered within **8 Weeks** from the date of issue of LOI.

- a) The date of LR shall be considered as the date of delivery for LD calculations.
- b) Installation, Commissioning & Testing for each CNG storage stationary and mobile cascade 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 CNG CAR & BUS DISPENSERS

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

2.0 DESIGN BASIS

Gas from storage cascade or compressor through priority panel is dispensed to CNG vehicles like Car, Autos and Buses via dispenser. The Car Dispenser shall have Twin Arms, each with a flow capacity of 15 kg/min and Bus Dispenser shall have single Arm type having flow capacity of 75 kg/min under discharge to atmospheric condition. Instrument Air shall use for pneumatic controls of Dispenser and Instrument air / Exe proof electronically controlled solenoid shall be used for such purpose.

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

3.0 SCOPE OF WORK FOR CNG DISPENSERS

3.1 a) The scope of work of the car dispensers are (quantity as per MR) of double arm type having flow capacity of 15 kg/min under discharge to atmospheric condition.

b) The scope of work of the bus dispensers are (quantity as per MR) of single arm type having flow capacity of 75 kg/min under discharge to atmospheric condition.

The dispensers shall be as per the technical specification defined elsewhere in the documents.



3.2 Any other items required for safe and accurate operation of Dispenser.

3.3 Any spare required during commissioning shall be in the scope of vendor. If any spare during commissioning borrowed from AMC spare shall be replaced by vendor, free of cost.

3.4 Supply of complete O&M manual (along with instruments datasheet & schedule, bill of materials, instrument hook-up diagram, electrical wiring diagram, control logic algorithm & flowchart and certificates & user guide of bought out items) for each dispenser for easy operation & troubleshooting.

3.5 Supply of drawings & documents, application program, ladder logic, list of error codes with description for programming the dispenser parameter.

3.6 Supply of Instrumentation & Electrical items required as per Specification. All internal cables shall be supplied with double compression type of cable glands tested & certified to be used in hazardous area classified as Zone-I. All equipments, Ex. Proof JB and accessories also to be supplied and erected as per requirements.



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- 3.7** The supplier shall quote for On-Site Training to Client personals.
- 3.8** The supplier shall quote for AMC with spares for 1st and 2nd year after warranty period separately.
- 3.9** Vendor shall submit the Mandatory list of Spares as per table on Annexure-I (with priced spare parts Catalogue) required. Vendor shall also recommend any other additional spares other than those indicated which calls for a necessary design, enhanced reliability, optimization etc. may be accepted subject to GGPL's approval.
- 3.10** The supplier shall quote for two years Maintenance Contract including Manpower and excluding supply of spares separately in the SOR. The two years Maintenance Contract will come into force only after one-year warranty period.

4.0 EXCLUSION



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

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



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Scope of Supply:

Item No.	Description	Quantity (Nos.)	Remarks
CNG CAR & BUS DISPENSERS			
1.	Design, detail engineering, manufacturing, assembly, factory testing, supply of dispenser including packaging, insurance, handling transportation of Dispenser, loading and unloading at sites, documentation etc. and providing all related services including installation, integration, site acceptance testing, trial run and commissioning, commissioning spares, AMC during warranty period, all drawings , documents and licensed software & hardware, converters, cables etc. conforming to Technical Specification for CNG Dispenser. [including Onsite Training of each Purchaser's Personnel for Max. 3 (three) days for Car and bus Dispenser]	-	-
a.	CNG CAR Dispensers : Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG car dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer).	13	-
a.1	Supply of Mandatory spares as per Table attached in Technical Specification as Annexure-I (unit wise price breakup to be given separately) for Car Dispensers.	Lot	-
a.2	Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 1st year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	13	-
a.3	Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 2nd year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	13	-
a.4	Calibration Unit : Calibration unit for Car Dispensers in the form of Master meter (Master Mass Flow Meter) complete with Hose, Nozzle and fittings and Vent valve mounted on a suitable frame / trolley meeting international standards. Master calibration unit shall be selected such that same meter can be used as a standard meter for both bus and car dispensers if required. The calibrator master meter for car dispenser should be calibrated and certified by statutory authorities' certified Custody transfer meter of the country of origin.	01	-



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b.	<p>CNG BUS Dispensers :</p> <p>Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG bus dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer).</p>	03	-
b.1	Supply of Mandatory spares as per Table attached in Technical Specification as Annexure-I (unit wise price breakup to be given separately) for Bus Dispensers.	Lot	-
b.2	Lump sum Comprehensive Annual operation, Repair & maintenance charges per bus dispenser for 1st year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	03	-
b.3	Lump sum Comprehensive Annual operation, Repair & maintenance charges per bus dispenser for 2nd year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	03	-
b.4	<p>Calibration Unit :</p> <p>Calibration unit for Bus Dispensers in the form of Master meter (Master Mass Flow Meter) complete with Hose, Nozzle and fittings and Vent valve mounted on a suitable frame / trolley meeting international standards. Master calibration unit shall be selected such that same meter can be used as a standard meter for both bus and car dispensers if required. The calibrator master meter for car dispenser should be calibrated and certified by statutory authorities' certified Custody transfer meter of the country of origin.</p>	01	-



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DATA SHEET - CNG DISPENSER FOR CAR

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



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31	■ ELECTRICAL AREA HAZARD:		
32	CLASS/ZONE: CLASS I ZONE I DIVISION: I GAS GROUP: D, GROUP IIA, IIB		
33	APPLICABLE CODES AND STANDARDS		
34	DISPENSER APPROVALS: AS PER APPLICABLE STANDARD	TUBING: STAINLESS STEEL	
35	■ VALVE PRESSURE TEST: IF USED		
36	UTILITIES DATA		
37	■ Electricity: AC230V± 10%, 1 pH, 50Hz± 2%		
38	Solenoid Valves:	A.C/D.C	V Ph Hz
39	Electronic PCBs:	A.C/D.C	V Ph Hz
40	Mass Flow meters	A.C/D.C	V Ph Hz
	Electrical connection (Cable gland to be provided by the vendor for 2.5mm2 x3 Cable) :		
41	<input type="checkbox"/> Total Consumption		
42	Solenoid Valves:(Watts)		
43	Electronic PCBs (Watts)		
44	Mass Flow meters: (Watts)		
45	■ MATERIALS		
46	Component Materials		
47	Solenoid Valve	Brass	
48	Spring Loaded Regulator	Brass	
49	Pneumatic Valve	SS	
50	2-way Isolation Valve	SS	
51	3-way filling valve	SS	
52	Coalescing Filter	SS / BRASS	
53	Tube 3/8"	SS	
54	Bleed Valves	SS	
55	INSPECTION AND TESTS		
56	Material Composition and Physical Properties Certificates Required For:		
57	■ Solenoid Valve	■ Spring Loaded Regulator	
58	■ Tube	■ Hose	
59	<input type="checkbox"/> Coalescing Filter	<input type="checkbox"/> Bleed Valve	
60		Required	Observed Witnessed
61	■ Shop inspection by Purchaser during manufacture	■	<input type="checkbox"/> ■
62	■ Functional/Tests	■	<input type="checkbox"/> ■
63	■ Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser)	■	<input type="checkbox"/> ■
64	<input type="checkbox"/> WEIGHTS		
65	Overall supply (including, all components and packing crate) Kg. approx.		
66	Maximum erection weight Kg. Approx.		
67	SCOPE OF SUPPLY		
68	■ Dispenser Assembly complete.		
69	■ Vendor Data as specified		
70	NOTE : a)Refer checklist for scope of supply		
	b) Specific Conductivity of Filling Hose: 0.512 Mega ohms for length up to 180", 3.5 Mega ohms for length over 180" and up to 1200"		



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DATA SHEET - CNG DISPENSER FOR BUS



	GENERAL		
2	PROJECT: GGPL CNG PROJECT FOR EAST AND WEST GODAVARI DISTRICTS OF AP		
3	OWNER: M/s GGPL		
4	SERVICE: DISPENSER FOR CNG STATIONS		
	SITE:	ANDHRA PRADESH	
	NO. REQD.:	As per MR	
5	DISPENSER CONFIGURATION:		
6	NOTE: <input checked="" type="checkbox"/> SCOPE OPTION / INFORMATION SPECIFIED BY PURCHASER <input type="checkbox"/> INFORMATION REQUIRED FROM VENDOR.		
7	<input type="checkbox"/> MANUFACTURER:	<input type="checkbox"/> MODEL NO.:	
8	<input type="checkbox"/> PLACE OF MANUFACTURE:		
9	<input checked="" type="checkbox"/> No OF LINES: One	<input checked="" type="checkbox"/> FRAME MATERIAL: STAINLESS STEEL 304	
10	<input checked="" type="checkbox"/> POWER REQUIREMENTS: SINGLE PHASE AC 230 V ±10 %, 50 HZ ± 2%.	<input type="checkbox"/> POWER CONSUMPTION:	
11	<input checked="" type="checkbox"/> INLET GAS PRESSURE: 255 kg/cm2 (g)	<input checked="" type="checkbox"/> FILL PRESSURE: 210 kg/cm2(g)	
12	<input checked="" type="checkbox"/> METERING: CORIOLIS MASS FLOW WITH INTYEGRAL DISPLAY	<input checked="" type="checkbox"/> FLOWRATE: Max : 75 Kg/Min. Nom: 40kg/min, Min : 10 kg/min.	
13	<input checked="" type="checkbox"/> TEMPERATURE RANGE: (-) 10°C to 70°C		
14	<input checked="" type="checkbox"/> TUBE PRESSURE RATING: 5000 psi		
15	<input checked="" type="checkbox"/> FILL NOZZLE TYPE: NGV1 Type1	<input checked="" type="checkbox"/> FILL VALVE TYPE: 3-way Valve	
16	<input checked="" type="checkbox"/> BREAKAWAY COUPLING: YES	<input checked="" type="checkbox"/> COUPLING SIZE: ½"	
17	<input checked="" type="checkbox"/> VENT RETURN COUPLING: YES	<input checked="" type="checkbox"/> COUPLING SIZE: ¼ "	
18	<input checked="" type="checkbox"/> FILL HOSE TYPE: SINGLE	<input checked="" type="checkbox"/> FILL HOSE SIZE: ½ "	
19	<input checked="" type="checkbox"/> FILL HOSE LENGTH: 4.0 M	<input checked="" type="checkbox"/> MAX BURST PRESSURE: FOUR TIMES TO THE WORKING PRESSURE	
20	<input checked="" type="checkbox"/> SOLENOID / PNEUMATIC VALVE: YES	<input checked="" type="checkbox"/> EMERGENCY SHUTDOWN BUTTON (ESD): REQUIRED	
21	<input checked="" type="checkbox"/> HOSE RETRACTOR: YES		
22	<input checked="" type="checkbox"/> CAPTURED VENT: YES		
23	<input checked="" type="checkbox"/> TEMPERATURE COMPENSATION: YES (Selectable)		
24	SITE / INSTALLATION DATA		
25	SITE DATA:		
26	AMBIENT TEMP. (°C):	MAX: 48 MIN: 18	
27	RELATIVE HUMIDITY (%):	MAX: 97%	
	ALTITUDE (M):		
28	EARTH QUAKE		WIND VELOCITY (KM/HR) (MAX)
29	INSTALLATION: <input checked="" type="checkbox"/> OUTDOOR		

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30	■ MOUNTED ON A FORE COURT,		
31	■ ELECTRICAL AREA HAZARD:		
32	CLASS/ZONE: CLASS I ZONE I DIVISION: I GAS GROUP: D, GROUP IIA, IIB		
33	APPLICABLE CODES AND STANDARDS		
34	DISPENSER APPROVALS: AS PER APPLICABLE STANDARD	TUBING: STAINLESS STEEL 3/8"	
35	■ VALVE PRESSURE TEST: IF USED		
36	UTILITIES DATA		
37	■ Electricity: AC 230V± 10%, 1 pH, 50Hz± 2%		
38	Solenoid Valves:	A.C/D.C	V Ph Hz
39	Electronic PCBs:	A.C/D.C	V Ph Hz
40	Mass Flow meters	A.C/D.C	V Ph Hz
	Electrical connection (Cable gland to be provided by the vendor for 2.5mm ² x3 Cable) :		
41	<input type="checkbox"/> Total Consumption		
42	Solenoid Valves:(Watts)		
43	Electronic PCBs (Watts)		
44	Mass Flow meters: (Watts)		
45	■ MATERIALS		
46	Component Materials		
47	Solenoid Valve	Brass	
48	Spring Loaded Regulator	Brass	
49	Pneumatic Valve	SS	
50	2-way Isolation Valve	SS	
51	3-way filling valve	SS	
52	Coalescing Filter	SS / BRASS	
53	Tube 3/8"	SS	
54	Bleed Valves	SS	
55	INSPECTION AND TESTS		
56	Material Composition and Physical Properties Certificates Required For:		
57	■ Solenoid Valve	■ Spring Loaded Regulator	
58	■ Tube	■ Hose	
59	<input type="checkbox"/> Coalescing Filter	<input type="checkbox"/> Bleed Valve	
60		Required	Observed
61	■ Shop inspection by Purchaser during manufacture	■	<input type="checkbox"/>
62	■ Functional/Tests	■	<input type="checkbox"/>
63	■ Field performance test for 4 hrs and Field Trial Run 72 Hrs. Under Vendor's Supervision (Dispenser)	■	<input type="checkbox"/>
64	<input type="checkbox"/> WEIGHTS		
65	Overall supply (including, all components and packing crate) Kg. Approx.		



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66	Maximum erection weight Kg. approx.
67	SCOPE OF SUPPLY
68	■ Dispenser Assembly complete.
69	■ Vendor Data as specified
70	NOTE : a)Refer checklist for scope of supply
	b) Specific Conductivity of Filling Hose: 0.60 Mega ohms for length up to 180", 4 Mega ohms for length over 180" and up to 1200"

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SECTION-VI

TECHNICAL SPECIFICATION FOR CNG DISPENSER



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1.0 TECHNICAL SPECIFICATIONS

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

1.1 CNG COMPOSITION

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

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

1.3.2 DAUGHTER BOOSTER STATION



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

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1.4 DISPENSER:



Each dispenser should have the following specifications:

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

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designed to accommodate all valves, fitting flow meter and all required electronic equipment.

- Front / side mounted nozzle come with lockable holder and safety lever / latch to firmly hold the nozzle when not in use.
- Each dispenser side should be equipped with authorization / on-off switch and 4 inches dial pressure gauge (0-400 bar). Vendor shall provide a bypass isolation valve with associated tubing to facilitate routine servicing calibration of pressure gauges without shutdown of the dispenser.
- Each car dispenser unit should have 02 flexible electrically conductive connector hoses and vent hose. Vendor should also include supply of Breakaway coupling in the hoses.
- Each bus dispenser unit should have 01 flexible electrically conductive connector hose and vent hose. Vendor should also include supply of Breakaway coupling in the hoses. Hose for bus shall be of ½" ID.
- Specific Conductivity of Filling Hose: 0.512 Mega ohms for length up to 180", 3.5 Mega ohms for length over 180" and up to 1200". Vendor shall demonstrate the function of breakaway coupling during performance test.
- One no. Manual Shut-off valve for each fill hose has to be considered.
- Interconnecting (½" car with ½" to ¾" adopter and ¾" for bus) tubing /piping, fittings, high flow valves and NRV's as required.
- Fast filling 3 bank sequencing system for car, sequencing system should be in-built to the dispenser unit.
- Bus dispensers shall have single bank fill system.
- Overfill protection shall be through electronically programmed hose to terminate the fill after 220 Kg/cm²g. Vendor shall include 2 nos. transducers per hose. Pressure relief valve shall be provided to avoid overfilling. Relief valve set pressure shall be at 230 kg/cm²g with



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resetting at 225 kg/cm²g. Relief valve setting to be adjustable from 215 kg/cm²g to 240 kg/cm²g with resetting at 210 to 235 kg/cm²g respectively. 2 Nos. of transducer per hose has been envisaged to terminate the filling. If due to some malfunctioning, both transducers are not working well, relief valve shall pop for safety purpose to avoid over filling. Calibration certificate shall be provided.

- Vendor to provide means of temperature compensating the final limit fill pressure to 210 kg/cm²g equivalent at 15 degree C, if ambient temperature is below 15 degree C.
 - Built-in coalescing unit of 3-5 microns with differential pressure gauge at inlet of each bank to be able to trap particulate and carried over oil at the inlet with manual drain valve. Vendor to provide suitable arrangement to collect the drained oil outside the dispenser by necessary tubing.
 - Easy to read lighted display – explosion proof backlighting or LED
 - Separate non-resettable straight forward reading totaliser. Totaliser will be only at dispenser.
 - The components of the flexible hoses are to be factory tested after assembly and before use to at least 5,000 psig. Copies of test certificates should be provided together before the delivery of the dispenser unit.
 - Connection for the flexible hose should be designed with a burst pressure of at least four times the most severe pressure and temperature conditions expected.
 - ESD button to be mounted on both side of the dispenser front panel and to be easily reached during emergencies.
 - One set each of (½ " for car with ½" to ¾" adopter and ¾" for bus) isolation valves complete with venting line valve and end plug should be installed on the inlet steel pipe of the dispenser. The valve should be located immediately before the dispenser and should be accessible to the maintenance personnel.
-

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

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x) Removal of any electrical wire connected to controller.

xi) Program step is in hold due to any error.



- Vendor should indicate overall CV of dispenser from inlet of the dispenser upto outlet probe including mass flow meter, interconnecting tubing, valves, hoses, nozzles etc.,
 - The dispenser shall be shipped in fully wired and assembled condition. Only gas supply connection, Instrument Air supply connection and power supply connection shall be made on site.
 - Vendor should include in his scope provision of base frame to be embedded in the foundation. Bidder shall supply base frames in separate packing.
 - Vendor should include one number for Car, Hand held Programmer/Communicator required for calibration and fault finding diagnostics of mass flow meter electronics must be included in the scope of supply.
 - Vendor shall include a separate pressure relief valve in case gas pressure regulator used of valve actuator fails.
 - Dispenser end connections should be (1/2" for car with 1/2" to 3/4" adopter and 3/4" for bus) tube fitted with (1/2" for car and 3/4" for bus) union with nut and front and back ferrule.
 - All the vents (eg. Actuator, PSV, fill hose) shall be taken out from top of the dispenser.
 - The Bus dispensers shall be designed to handle flow rate of 75 kg/min under discharge to atmospheric condition and for car dispenser it is 15 kg/min. The dispensers shall be suitable for a turn down of not less than 20:1 on flow.
 - Dispensers shall be based on three banks sequential filling. The sequential panel shall be within the cabinet of the dispenser itself and not as a separate unit.
-

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- The normal operating pressure of CNG at dispenser inlet shall be 255Kg/cm² (g). However, supply from dispenser to the Bus shall get positively cut off at outlet pressure of 210 Kg/ cm² (g) to ensure the safety of the vehicle.
- Once the particular-cycle of filling has been completely stopped (on achieving the maximum fill pressure and/or minimum flow rate) then next filling can be started only after initialization.
- The normal operating temperature of wetted parts of dispenser shall be (-) 10°C to 60°C.
- Designing of the dispensers would take into account severity of service. The dispensers shall be designed in such a way as to operate in cyclic (start, fill, stop, start.) round the clock basis with about 1 minute (typical to be adjusted as per requirement) interval between stop and start modes. The dispenser also to work satisfactorily when the time between stop and start is indefinitely high, e.g. during full time or when the dispenser is commissioned after it was decommissioned for prolonged period or in storage after initial commissioning. For this purpose if any specific storage facility is required, the same to be indicated by the bidder.
- Any other item required for safe and accurate operation of Dispenser.
- Supply of application program, ladder logic, and list of error codes with description for programming the dispenser parameter.

1.5 CABINET

- Complete cabinet shall be of Stainless Steel (SS-304) and shall have tamper proof locking arrangement. Cabinet wall thickness shall not be less than 1.0 mm. Cabinet shall be sized to accommodate all electrical, electronic and mechanical components for metering and display within the cabinet. Cabinet shall be designed to protect all tubing, pressure gauges, valves, fittings, electrical & electronics item from tampering, rain, dust, vermin etc. Dispenser cabinet shall be provided with adequate size bottom opening for the entry of gas supply line/lines and
-



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power supply connections. Adequate ventilation shall be provided so that there is natural convection current and cooling takes place inside. Cabinet shall be structurally robust and should not resonate at the frequencies emanated during normal flow or during choked flow through the nozzles, breakaway coupling or valves etc.

- Appropriately plugged drain valves of the filter outside the dispenser housing with suitable arrangement to collect the drained oil to facilitate the operator to drain the oil on regular basis without requiring opening the lock of the dispenser cabinet. The layout of tubing and other component should be such that it gives unhindered access to all parts and maintenance becomes easy.
- Client's Logo and name to be displayed on both sides of dispensers, in Client approved color scheme. Client's Logo and name shall be painted on stainless steel panel with an appropriate colored background or alternatively, vendor shall provide self-adhesive PE film sheet with Client's Logo and name. The artwork shall be of three colors. The colors, Logo size and name size shall be informed to successful bidder.
- The dispensers shall be shipped in fully wired and assembled condition. Only gas, air supply and power supply connection shall be made at Site.
- Hi-Mast shall be of appropriate height and shall allow free movement of flexible hose, prevent strain on the fill hose connection and avoid touching of ground.

1.6 FILL HOSE & FILL NOZZLE

- Electrically conducive fill hose shall be included for supply of Dispensers meeting the requirement of NFPA-52 and NGV 4.2.
 - Fill hose shall have Sherex CT-5000 Nozzle or equivalent suitable to fill Sherex / OPW CL-5078 bus receptacle. Nozzle shall be designed for high frequency use with a minimum cycle of 1, 00,000.
-

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a) For Car Dispenser

Two CNG flexible electrically conductive twin (fill and vent) hoses with two nozzles with captive vent including 3-way valve for filling or venting are required. Hoses should be fitted with NZS-5245 nozzle on one side and NGV1 nozzle with NZS adaptor on other side. Each hose should be 3/8" ID working pressure 250 kg/cm²g and at least 4 m long.

b) For Bus dispenser:

One CNG flexible electrically conductive twin (fill and vent) hoses with nozzles with captive vent including NGV2 valve for filling or venting are required. Vendor should also include supply of breakaway coupling, suitable for NGV Industry, in hose. Each hose should be 1/2" ID working pressure 250 kg/cm²g (g) and at least 4 m long.



- One number of holster/cradle for fills nozzles along with weather caps for the protection of nozzles.
- Vendor has supply the dispensers with pneumatic operated full-bore bubble tight ball valve made of ANSI 316 SS for ON-OFF control of flow. Vendor to ensure the system design in such a way that any gas if passes, should be recorded by mass flow meter & there should not be any possibility of unmetered gas supply through dispenser in case of malfunctioning of ball valves. In case of pneumatic operated Ball valve, the actuator and Ball valve assembly shall be fatigue free and retain tight shut off characteristics at least for 5000 operation hours. These actuators would be air fail to close spring-loaded type. Linkage with ball valve would be tamper proof by providing a sealed sleeve so that ball valve stem is not accessible from outside easily. Also, the actuator cannot be mechanically rotated from outside even though position indicator would be provided on its body. Venting of air would be passage in such a way that venting of air cannot be obstructed either in the solenoid or in the actuator. The combination of SOV, pneumatic actuator and Ball valve would constitute power fail-safe valve. The whole system has to be very fast acting and response time fraction of second so that if the flow were terminated at any point of dispensing, the slippage would be always within the accuracy limit.

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- One coalescent filter at inlet of bank supply line with manual drain valve to ensure that the oil carry over in the CNG being filled to Vehicle is < 5 PPM and particulate size < 2 micron. Filter elements made of paper shall not be provided. Vendor to provide appropriately plugged drain valve outside the dispenser housing with suitable arrangement to collect the drained oil outside the dispenser by necessary tubing. Vendor to provide one liquid filled pressure gauge across the filter to know the pressure drop across the filter.

1.7 DATA RECORDER

- The dispenser should be capable to print all alphanumeric data of each fill point of the dispenser as a receipt for the respective driver through the POS Computer / printer (both of client) and shall generate the cash receipt for each refuelling operation.
 - The dispenser should be capable of print following information on the receipt for each refuelling:
 - a) Vehicle identification number.
 - b) Quantities of gas dispensed in kg (5 digits in 2 decimal points i.e., 000.00)
 - c) Unit cost of gas dispensed in Rupees, INR/kg (5 digits in 2 decimal points i.e., 000.00)
 - d) Complete transaction value in INR (6 digits in 2 decimal points i.e., 0000.00)
 - e) There should be 4 displays, Two on each side of the car dispenser (total 4 sets of 3 rows displays for each dispenser).
 - f) There should be 2 displays, one on each side of the bus dispenser (total 2 sets of 3 rows displays for each dispenser).
 - g) Displays must remains active for at least 15 minutes after power failure
 - h) The decimal point required to be adjustable through software
-



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program.

- i) The complete transaction value in INR can be round off to nearest INR through software.
- The dispenser should have an automatic refuelling data recorder unit for the each independent refuelling line. The dispenser system should be capable of storing up to 1,250 refuelling transactions data and such data should be downloaded frequently into another portable computer with compatible Microsoft software (to be provided by Supplier together with the license) to store the transactions data. This information can either be down loaded as a report from a POS system.
 - One number Non-resettable and non-volatile totaliser up to 999999 for total number of refuelling transaction with an independent battery backup shall be provided for each dispenser. The totaliser shall be Electronic as well as mechanical counter type to be visible from front. Since these dispensers are used for custody transfer purpose, the totaliser should not reset in any eventuality not even in case of electronic failure. The vendor should provide suitable arrangement outside the flameproof electronic box (on the dispenser's body) for reading the totaliser.
 - The Swipe card compatibility facility shall be provided in the dispenser unit. Suitable hardware (necessary configured port or terminal) and software facility (to generate necessary information as defined at point c) above shall be provided along with dispenser unit. Card reader will be procured by the Client in future and shall be located separately from the dispensers.

1.8 MASS FLOW METER



- 'Coriolis' true mass flow metering system or equivalent with necessary sensor & electronics shall be provided with provision of liquid crystal backlit display for night viewing which will show unit price of CNG in Rs./kg, quantity of gas sold in Kg & total sale in Rupees. A tamper proof totalizer shall be provided.

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- Two numbers (one for car dispenser and one for bus dispenser) of Coriolis true mass flow metering system with data recording system
- Mass flow meter with integral display unit should be provided to ensure high accuracy and direct mass flow measurement approved for custody transfer metering of CNG at each of the refueling hose. The microprocessor based control system should be provided to sense, monitor and control complete filling operations on a continuous, uninterrupted basis. The integral display unit shall be mounted inside the dispenser body. The difference in reading between this integral display unit and non resettable type totals shall not be > 1.0%.
- Mass flow meter should be designed for custody transfer metering of CNG and meet the following requirements:

Accuracy	- + 0.5 %
Repeatability	- + 0.3 %
Enclosure	- IP65
Pressure influence	- Nil
Surge and frequency transient effect	- Shall be in compliance with ANSI / EEE (EFT) C 62.41 (1991)
EMI effect on sensor Transmitter	- To the requirement of EMC direct 89/336/EEC , EN 50081-1 (jan'94)
Vibration effect	- As per SAMA PMC31.1-1980 condition2

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

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Flow Meter Make / Model :

MICRO MOTION DH-38 OR MICRO MOTION CNG 50/ COMPAC KG-80 for Car Dispenser.

MICRO MOTION DH-100 OR MICRO MOTION CNG 50/ COMPAC KG-80 for Bus Dispenser

1.9 PIPE WORK, VALVES AND FITTINGS

- Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.
- All high-pressure tubing work should be of (½ "OD SS) fully annealed (Bright annealed) seamless conforming to ASTM Grade 316. The piping/tubing, valves, fittings shall be of Parker, Sandvik, Whitey, Cajon, Nupro, Swagelok, & Dk-Lok make. The system should be "go-no-go" gaugeable to demonstrate that fittings are properly tightened. Wherever possible valves and control devices should incorporate the same end connector system. The number of fittings used should be minimised. The Supplier should ensure that personnel assembling the pipe work should be competent in the system employed.
- The preferred valve types for isolation are ¼" turn ball valves. Such valves have similar material to the tube they are attached to. Ball valves must be of good quality and be appropriately selected frequency of use. Ball seats must be suitable for natural gas operation of the gas composition indicated.
- Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.

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1.10 ELECTRICAL SPECIFICATION

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

1.11 CODES AND STANDARDS



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

1.12 ELECTRICITY ACT AND RULES FRAMED THERE UNDER.

- a. Fire Insurance Regulations.
 - b. Petroleum Rules and any other regulations laid down by Chief Controller of Explosives.
 - c. Regulations laid down by local statutory authorities and Electrical Inspectorate.
- Vendor shall provide all assistance required for obtaining approvals from statutory authorities for materials, plant design/drawings and complete installation.
 - In case of any discrepancy/conflict between the specified codes and standards, the following order of decreasing precedence shall govern.

1.13 AREA CLASSIFICATION AND EQUIPMENT SELECTION

- In case of storage, handling or processing of flammable materials within the battery limits of the package, area classification shall be carried out in line with IS: 5572 & Petroleum Rules and OISD-179 guidelines where applicable.
 - Selection of the type of equipment for use in hazardous areas shall be
-



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done in accordance with IS: 5571 and other safety regulations as applicable.

- The electrical equipment shall meet the requirements of relevant IS, IEC or NEC standards. Increased safety type Ex (e) equipment shall not be permitted for use in Zone-1 areas. For Zone-2 areas, Increased safety type Ex (e) or Non-Sparking Type Ex (n) equipment shall be provided as a minimum, subject to the same being acceptable to statutory authorities. Ordinary safe area type electrical equipment shall not be used in Zone-2 areas (even though this may be permitted by NEC for Div.2 areas).
- Electrical equipment for hazardous areas shall be certified by CMRI and approved by CCOE (or equivalent statutory authority of the country of origin) for installation and use in the specified hazardous area. Flameproof equipment of indigenous origin shall be BIS marked. Vendor shall furnish the necessary certificates indicating such approvals.
- All the electrical and electronic component shall be in flame/explosion proof housing suitable for area classification: Hazardous area, Class 1, Division 1, Group D as per NEC or Class 1, Zone 1, Group IIA/IIB as per IS/IEC, Temperature Class T3, and completely enclosed in a securely lockable dispenser cabinet. No component of the dispenser shall be installed outside the cabinet.
- Certificate from recognized agency to the effect is required to be produced that equipment supplied and/or installed conforms to above area classification.

1.14 EQUIPMENT SPECIFICATIONS

- All equipment shall be complete with all necessary weather protection including tropicalization to prevent damage due to climate, dust and corrosive vapours. The enclosure protection of all equipments shall be IP: 65 as per IEC specifications.
 - Vendor shall be responsible for any damage to the equipment during transit. All packages shall be clearly, legibly and durably marked with
-

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uniform block letters giving the relevant equipment material details. Each package shall contain a packing list in a waterproof envelope.



- All electrical components and equipment shall be sized to suit the maximum load under the most severe operating conditions.
- All electrical / instrument cable connection shall be done with double-compression cable glands, made of nickel-plated brass, tested and certified to be used in zone-1 hazardous area for dispenser unit.
- Although the supply is being arranged through UPS System, but in some remote occasions, the power supply may be from DG sets with poor regulations and thus power supply available from Client may contain harmonics, transients and surges etc. The Electronics shall be compatible to the supply system as no transient, surge or harmonics protection is provided by Client. Bidder to include suitable voltage conditioning unit (voltage stabilizer) with required input & output to take care fluctuating voltage supply, as required, in their scope for accurate and safe operation of dispenser.

We have envisaged solid earthing for the system. However, if specific earthing is required for the system -electronics, the same to be highlighted by bidder; Provision for earthing connections to external client main earth grid shall be provided in the dispenser unit by the supplier.

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

1.15 HAZARDOUS AREA

- The Supplier should specify the hazardous area in accordance with the IS 5572 / Australian Refuelling Standard AG901 / NZS5425. All electrical equipment cabling and earthing should be appropriate for the zone in which it is fitted, and all cables passing from the hazardous to safe area should be equipped with appropriate barriers where necessary.
-

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- All Instruments should be suitable for an area classification of "Class 1, Group D, Division 1 as per NEC" OR "Zone 1, Group IIA /IIB as per IS/IEC".
- All dispenser mounted transmitters & temperature element should be intrinsic safe "exia" as per IEC 79-11 and solenoid valves, switches and related junction boxes should be flame proof "D" as per IEC 79-1. Other special equipment's/instruments, where intrinsic safety is not feasible or available, should be flame proof as per IEC 79-1.
- A complete dossier of all electrical equipment will be provided, showing area classification and certification of equipment



1.16 INSPECTION AND TESTING

At Vendor's Works

All the dispensers shall be subjected to Inspection ("Stage wise" if required by Client) by Client's or their Authorized Representative. However, Vendor to carry out third party inspection of all the dispensers necessarily. Vendor to include Third party inspection charges in their scope . Approved 3rd party inspection agencies are BVIS, DNV / SGS and Lloyd's Register. Vendor shall take approval of Client before deployment of 3rd party.

The following activities shall be covered under inspection:

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

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Functional Test

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

Performance Test



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

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

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

1.17 CALIBRATIONS AND CERTIFICATION

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

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1.18 DISPENSER PERFORMANCE



- The vendor shall guarantee the satisfactory performance of each dispenser as per the operating parameters indicated in their data sheets. The dispensers shall be performance tested after installation at site by vendor. Vendor shall carry out tests as required by Govt. Statutory Agencies. Guaranteed performance for Dispensers shall be as follows:
 1. Capacity of the car dispenser shall be 15 kg/min and bus dispenser shall be 75 kg/min with design case gas composition, temperature of 55° C with no negative tolerance for errors in instruments and measurements.
 2. Batch Accuracy of ±1.5 % or better.
- In case above guaranteed parameters are not achieved at site, vendor shall carryout necessary rectification/modification to achieve the guaranteed parameters, without cost & time implication to the purchaser

After Commissioning at Site:

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

1.19 OVERFILL PROTECTION

- Overfill protection shall be through electronically programmed hose to terminate the fill after 220 Kg/cm²g. Vendor shall include 2 nos. transducers per hose. Pressure relief valve shall be provided to avoid

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overfilling. Relief valve set pressure shall be at 230 kg/cm²g with resetting at 225 kg/cm²g. Relief valve setting to be adjustable from 215 kg/cm²g to 240 kg/cm²g with resetting at 210 to 235 kg/cm²g respectively. 2 Nos. of transducer per hose has been envisaged to terminate the filling. If due to some malfunctioning, both transducers are not working well, relief valve shall pop for safety purpose to avoid over filling. Calibration certificate shall be provided.

1.20 TRAINING REQUIREMENTS

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

1.21 WARRANTY SERVICING AND SPARE PARTS

- The supplier's should provide a warranty period of 12 months from the date of final site acceptance of CNG dispenser facilities by the Client.
 - All necessary spare parts to sustain the operations and maintenance of the CNG dispenser facilities should be stocked at the Supplier workshop
-

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/ warehouse located for immediate replacement of parts. The costs to stock these spare parts should be at supplier cost.

1.22 TECHNICAL SUPPORT



- The Supplier's should be responsible to maintain a workshop / warehouse and a team of competent technical support personnel on a 24 hours basis to rectify and trouble shoot the problems encountered during the operations of the CNG dispenser.
- Upon receiving a call from the Company's, the Supplier is expected to response within a 4 hour from the time of call during an emergency situation.
- During normal maintenance situation, the Company expects the Supplier to response within 4 hours from the time of call.

1.23 DATA AND DRAWING DETAIL

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

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



1. Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per dispenser, their part nos. and make.
 2. General arrangement drawing of the dispenser giving overall dimensions and erection / shipping weight.
 3. Technical data sheet of dispenser.
 4. Typical cross sectional drawing and literature to fully describe the details of all major components such as valves, spring loaded regulator, data sheet indicating material of tube, tube size etc.
-

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

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

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



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Bidder shall provide Along with supply.

1. Operation and maintenance manuals – 3 sets all in original for each dispenser. The instruction manual should describe in details the construction and recommended procedure for maintaining, operating and trouble shooting of the dispenser should also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per dispenser. The manual should provide detailed catalogues of all bought out items.
2. Mechanical and electrical installation drawing including interconnection and wiring diagram.
3. Test certificates and catalogues of all major components like valves, mass flow meter, tubing etc.
4. Calibration certificates for all measuring and protection devices (eg. Mass flow meter, pressure transducer, and pressure gauges).
5. Test records of mechanical running, performance test.
6. Complete wiring diagram of internal wiring of dispenser.
7. Software (logic diagram) of dispensers on CD-ROM with suitable communication Protocol for communication with dispenser in order to change dispenser parameters if required.
8. Certificates from statutory authorities confirming suitability of design / construction of all electrical and electronic items for use in hazardous area classification. In case of foreign supply, the Vendor should get all certificates endorsed by office of Chief Controller of Explosives (CCOE), Govt of India within one month of delivery of dispensers at site.

1.24 DEVIATION SCHEDULE

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

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1.25 PACKAGING



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

1.26 COMMISSIONING OF DISPENSERS

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

1.27 REJECTION CRITERIA

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

DRAWING AND DATA REQUIREMENT

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

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



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





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4.2	List of spares for two years normal operation per Bus Dispenser over And above mandatory spares for car dispenser.	X			
4.3	List of mandatory spares for Car Dispenser.	X	X		X
4.4	List of mandatory spares for Bus Dispenser.	X	X		X
5.0	Drawings, documents, data as asked under Electrical & Instrumentation specifications of this Material Requisition.		X		X



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DOCUMENT DISTRIBUTION SCHEDULE

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

DETAILS TO BE INCLUDED IN FINAL DOCUMENTS BOOKS



- Manufacturing Data Book containing all test certificates of components, raw materials, stage manufacturing tests and inspections, final tests & inspection documents including welders' qualification & welding procedure qualification, repairs & reworking carried out in shops. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear notings on the certificates.
 - Spares details including assembly drawings, part numbers, delivery, prices and ordering information.
 - All design calculations carried out by the vendor.
 - Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.
 - Catalogues/leaflets of sub-vendors/suppliers of various bought out components highlighting the components actually supplied correlated to P.O.Item Numbers.
 - Operating and maintenance instructions with details of suppliers for procurement by OWNER for subsequent needs.
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- Release Note and Packing List.
- Any other documents asked for in the Purchase Requisition.
- All final drawings shall also be given to purchaser in digitized form on CD-ROM compatible to AUTOCAD software.

SPECIAL INSTRUCTIONS FOR SUBMISSION OF DRAWINGS/DOCUMENTS:

- Fold all prints to 216 MM x 279 MM size & roll transparencies.
 - Contractor to forward the drawings and documentation to CLIENT (Attention vendor prints control department) clearly specifying purchasers Job no. & Req. No.
 - The drawing/Document no. with Rev. No. is essential. The number may be upto a maximum of 28 characters in length.
 - Each Drawing/Document submitted to CLIENT must be checked and signed/stamped by contractor before it is submitted to CLIENT.
 - Revision number must change during subsequent submission of vendor document.
 - Multi-sheet documents other than drawings must be submitted in their entirety in the event of a re-submission even if only a few sheets are revised.
 - Final submission in bound volumes shall necessarily have a cover page giving project title, Item name, P.O.No. particulars of owner & vendor and an index giving list of drawings & documents included (with revision no.).
 - All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking of review codes etc. by CLIENT.
 - Review of vendor drawings by CLIENT would be only to check compatibility with basic designs & concepts & would in no way absolve the contractor/vendor of his responsibility to meet applicable codes, specifications & statutory rules/regulations.
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- Vendor shall submit within 10 days after placement of FOI, the complete list of drawings/ documents with submission dates against each. Critical drawings, only, the list of which will be agreed during kick-off meeting shall be reviewed jointly at CLIENT's office.

1.29 MAINTENANCE REQUIREMENT OF DISPENSERS

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

COMPENSATION FOR NON-FULFILMENT OF OBLIGATION UNDER ANNUAL MAINTENANCE CONTRACT

- During the one year warranty period and 2 year post warrantee period the vendor must ensure that the dispenser is performing well round the 24 hours a day & 365 days. During AMC services if dispenser break down is more than 12 hours then client has right to impose penalty as defined in the tender.
 - If the vendor fails to provide the required services for any day, compensation shall be imposed, which will be @Rs.100/- per hour per arm per dispenser. For calculation of default, period will be recorded jointly by the vendor and owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour Vendor shall be allowed 24 hours downtime of the each arm of dispenser per month to carry out the periodic / scheduled / breakdown maintenance/ routine checking of dispenser package.
 - The penalty clause and maintenance charges will come into force immediately after successful performance test as defined in the tender.
 - In case of any complaint regarding non-fulfillment of any obligation under the contract, owner reserves the right to withhold payment to the vendor, and out of such amount and including the security deposit held, make such payment as it may consider necessary for smooth and unhindered working of the contract.
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MAINTENANCE OF DISPENSER PACKAGES DURING ONE-YEAR WARRANTY PERIOD

SCOPE OF SUPPLY DURING ONE YEAR WARRANTY PERIOD:



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

SCOPE OF SERVICES:

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

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

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- Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date. The periodic maintenance required to be done, as per OEM recommendation shall be taken up promptly. The bidder shall plan such maintenance during non peak hours and in consultation with the Engineer In Charge (EIC) of PURCHASER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

1.30 DEVIATIONS TO THE SPECIFICATION



S.No.	Clause no.	Tender Specification	Deviation taken	Reasons for deviations / remarks

Certified that only the above-mentioned deviations have been taken against this tender.

1.31 CHECK LIST: CAR AND BUS DISPENSER PACKAGE



Notes:

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

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3) Vendor's scope of supply shall include but not limited to the following:

S.No	Description	Specified by Purchaser (YES/NO)	Included by Vendor (YES/NO)	Remarks
	1.0 Each Dispenser Package complete with:			
1.1	Frame material - STAINLESS STEEL 304	YES		
1.2	Built-in Coalescing unit of 3-5 microns with manual drain valve at inlet.	YES		
1.3	Certificate of "Weights & Measures" approval for Dispenser & Mass Flow Meter	YES		
1.4	Certificate of "CCOE" approval for Dispenser & Mass Flow Meter	YES		
1.5	Certificate by Weights and Measures or the other statutory authorities of the country of origin is Provided.	YES		
1.6	Fast fill type and electronic display - CAR: 4 Sets of 3 rows : BUS 2 Sets of 3 rows	YES		
1.7	Dispenser with Tamper Proof Locking arrangement	YES		
1.8	Cabinet suitable to accommodate all valves, fitting flow meter and all required electronic equipment	YES		
1.9	Front/Side mounted Nozzle with lockable holder and safety lever/latch to firmly hold when not in use	YES		
1.10	Pressure Dial gauge of 4"size	YES		
1.11	Separate non-reset table straight forward reading Totalizer	YES		
1.12	ESD button mounted on both side of the dispenser front panel	YES		
1.13	One set of Isolation Valve complete with venting line valve and end plug installed on the inlet of the inlet steel pipes of dispenser.	YES		
1.14	Electrical equipment and Instrumentation wiring are provided with Certificate of Area Classification.	YES		
1.15	Dispenser automatically and immediately shut off CNG supply to each fill hose individually in case of -Power failure, Failure of metering, Low flow, Failure of Totalizer, Overfill, pressure transducer failure.	YES		
1.16	Overall CV is indicated of dispenser from inlet of the dispenser upto outlet probe including mass flowmeter, interconnecting tubing, valves, hoses, nozzles etc.,	YES		

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1.17	Dispenser is shipped in fully wired and assembled condition only gas supply connection, Instrument Air supply connection and power supply connection shall be made at site.	YES		
1.18	One Hand held Programmer/communicator required for calibration and fault finding diagnostics of mass flow meter electronics is provided.	YES		
1.19	Warranty for a period of 12 months is provided from the date of final site acceptance of CNG facilities by the Company's.	YES		
	2.0 Spares			
2.1	All necessary spare parts to sustain the maintenance of the CNG dispenser facilities within the warranty period are supplied and stock at the supplier workshop/ warehouse located in Andhra Pradesh for immediate replacement of parts. Spares and consumables during warranty period are in the scope of supplier.	YES		
2.2	Mandatory spares as specified in the "Mandatory Spares"(Indicate separate price for each item)			
2.4	Quote for Two year recommended spare for O & M over and above Mandatory spares.	Required.		
	3.0 Inspection and Testing			
3.1	As specified on the datasheets and Technical Specifications	YES		
	4.0 Vendor Data and drawings			
4.1	All data & drawings as required per VDR format	YES		
	5.0 Erection, commissioning and trial runs at site of the Dispenser			
5.1	Additional Items not specified by purchaser but recommended by Vendor for safe smooth and normal operation. (Vendor shall indicate separate list of such items in his proposal)	YES		
	6.0 Technical Parameters to be confirmed by			
6.1	Inlet Pressure Kg/cm ² g -255	YES		
6.2	Fill Pressure Kg/cm ² g -210	YES		
6.3	Operating Temperature range -[-10°C to 70°C]	YES		
6.4	Electrical Supply Single Phase AC,230V±10%, 50Hz±2%.	YES		
6.5	Fill Nozzle - CAR: NZS for one side and NGV-1 for another side BUS: Fill Nozzle - NGV-1 Type 1	YES		





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6.6	Flexible fill & vent hose – Twin of Parker/syneflex/Mac	YES		
6.7	Fill hose pressure rating - Working pressure 5000 PSIG	YES		
6.8	Sequential filling – Three bank for Car Dispenser & Single Bank for Bus Dispenser	YES		
6.9	Temperature compensation – 210 kg/cm ² (g) equivalent at 15°C	YES		
6.10	Breakaway coupling – CAR: 3/8" BUS : 1/2"	YES		
6.11	Principle of mass metering – Coriollis	YES		
6.12	Flow meter Model with integral flow indicator. – CAR: Micro motion DH-38 or Micro Motion CNG 50 or Compac KG 80 BUS: Micro motion DH-100 or Micro Motion CNG 50 or Compac KG 80	YES		
6.13	Maximum Flow rate – CAR : 15 Kg/min BUS : 75 Kg/min	YES		
6.14	Batch delivery accuracy - ± 1.5% of batch	YES		
6.15	Mass flow accuracy for gas meter - ± 0.5% (inclusive of sis & linearity, hysteresis & repeatability errors	YES		
6.16	Calibration tractability - To NIST as per ISO 5168	YES		
6.17	Repeatability - ± 0.3 %	YES		
6.18	Enclosure weather proof to – IP55, NENA4x	YES		
6.19	Pressure rating of Wetted parts – 5000 psi At 25°C as per ASME/ANSI B 31.3	YES		
6.20	Process Temperature effect - ± 0.01% of nominal flow	YES		
6.21	Pressure influence – Nil	YES		
6.22	Surge and frequency Transient – Shall be in compliance With ANSI/EEE(EFT)c 62.41(1991)	YES		
6.23	EMI effect on sensor and Transmitter - To the requirement of EMC directive1 (jan'94)	YES		
6.24	Vibration effect – As per SAMA PMC 31.1 1994	YES		

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1.32 CODES AND STANDARDS

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

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

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

STANDARDS	DESCRIPTION
NFPA 52	Standards for CNG vehicular fuel systems
NGV 4.1/ AGA 2-92	Requirements for CNG Dispensing Equipment for vehicles
NGV 4.2/ AGA 1-93	Requirement for Hoses for NGVs and fuel dispensers.
ANSI / NGV1	Compressed Natural Gas Fuelling Connection Devices: Standard for fuelling nozzles and receptacles.
NGV4 / AGA	Requirements for Breakaway devices for CNG vehicle: Fuelling dispensers and fuelling hoses.
IS 5572	Classification of hazardous areas (other than mines) for Electrical installations
IS 5571	Guide for selection of electrical equipments for hazardous area
OISD 113	Classification of areas for electrical installations at hydrocarbon processing and handling facilities
OISD 179	Safety requirements for compression, storage, handling and refuelling of CNG for use in automotive sector.
OIML TC8/SC7	Recommendation with regards to CNG dispensers, December 2000.
-	The Standards of weights and measures Act 1976.
-	The Standards of weights and measures (Enforcement) Act 1985.

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SECTION-VII
SCHEDULE OF RATES (SOR)



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a.	CNG CAR Dispensers : Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG car dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer).	No.	13								
a.1	Supply of Mandatory spares as per Table attached in Technical Specification as Annexure-I (unit wise price breakup to be given separately) for Car Dispensers.	No.	Lot								
a.2	Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 1st year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	No.	13								
a.3	Lump sum Comprehensive Annual operation, Repair & maintenance charges per car dispenser for 2nd year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	No.	13								
a.4	Calibration Unit : Calibration unit for Car Dispensers in the form of Master meter (Master Mass Flow Meter) complete with Hose, Nozzle and fittings and Vent valve mounted on a suitable frame / trolley	No.	01								



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	meeting international standards. Master calibration unit shall be selected such that same meter can be used as a standard meter for both bus and car dispensers if required. The calibrator master meter for car dispenser should be calibrated and certified by statutory authorities' certified Custody transfer meter of the country of origin.										
b.	CNG BUS Dispensers : Design, Engineering, Manufacturing, Testing, Installation supervision and Supply of CNG bus dispensers as per scope of work defined in the tender documents inclusive of erection & commissioning spares (the list has to be furnished with the offer).	No.	03								
b.1	Supply of Mandatory spares as per Table attached in Technical Specification as Annexure-I (unit wise price breakup to be given separately) for Bus Dispensers.	No.	Lot								
b.2	Lump sum Comprehensive Annual operation, Repair & maintenance charges per bus dispenser for 1st year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	No.	03								



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b.3	Lump sum Comprehensive Annual operation, Repair & maintenance charges per bus dispenser for 2nd year after warrantee period inclusive of all manpower, spare, consumables and spares etc.,	No.	03								
b.4	Calibration Unit : Calibration unit for Bus Dispensers in the form of Master meter (Master Mass Flow Meter) complete with Hose, Nozzle and fittings and Vent valve mounted on a suitable frame / trolley meeting international standards. Master calibration unit shall be selected such that same meter can be used as a standard meter for both bus and car dispensers if required. The calibrator master meter for car dispenser should be calibrated and certified by statutory authorities' certified Custody transfer meter of the country of origin.	No.	01								

Signature, Seal with Date of the Bidder's
Authorised Signatory

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Annexure-I

2 years O&M Spares for Car Dispensers for use beyond warranty period

Sl. No.	Description	UOM	Qty for 13 nos. of Dispenser (1)	Rate / Unit (2)	Amount for 13 Dispensers (3)=(2)*(1)
1	Fuses used in the mother board	Set	2		
2	Power supply card	No	4		
3	Display card	No	5		
4	Mass Flow meter	No	5		
5	Mother board	No	2		
6	Fill Nozzles – NGV -1 Type 2 Class A	No	26		
7	Filling probes with adaptors	No	130		
8	Probe O-Rings (Front and Back O-Rings)	Sets	1300		
9	Actuator Springs	No	20		
10	Filter element for Coalescent filter	No	26		
11	Transducers pressure limiting device	No	6		
12	Emergency push buttons	No	26		
13	Display pressure gauges (Range 0-400 kg/cm ²)	No	26		
14	Pressure gauges (Range 0-10 kg/cm ²)	No	13		
15	Check valves installed in main lines	No	3		
16	Seal kit for check valves	No	3		
17	3 way Ball Valve	No	10		
18	Seal Kit for 3 way ball Valves(As per OEM recommendations)	No	15		
19	Break away Coupling fill line	No	4		
20	Seal Kit for breakaway coupling for fill hose	No	4		
21	Break away Coupling for vent line	No	4		
22	Seal Kit for breakaway coupling for vent hose	No	4		
23	On/off switch (i.e. Reset switch)	No	12		
24	Thermoplastic hose (with electrical conductivity) of 3/8" ID Twin hose (Fill+Vent) and 4 Mtr long (This hose should be same as supplied with the dispensers)	No	6		
25	Keypad with LCD display	No	10		
26	Actuators of sequencing valve assembly	No	5		





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27	Ball valve of sequencing valve assembly as supplied in dispenser	Set	5		
28	Solenoid valve with coil	No	8		
29	Repair kit for actuator	Set	5		
30	Repair kit for ball valve of sequencing valve assembly	No	4		

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2 years Spares for Bus Dispensers for use beyond warranty period



Sl. No.	Description	UOM	Qty for 3 nos. of Dispenser (1)	Rate / Unit (2)	Amount for 3 Dispensers (3)=(2)*(1)
1	Fuses used in the mother board	Set	3		
2	Power supply card	No	3		
3	Display card	No	3		
4	Mass Flow meter	No	3		
5	Mother board	No	1		
6	Fill Nozzles - NGV -1 Type 1	No	6		
7	Filling probes with adaptors	No	30		
8	Probe O-Rings (Front and Back O-Rings)	Sets	300		
9	Actuator Springs	No	6		
10	Filter element for Coalescent filter	No	6		
11	Transducers pressure limiting device	No	3		
12	Emergency push buttons	No	6		
13	Display pressure gauges (Range 0-400 kg/cm2)	No	6		
14	Pressure gauges (Range 0-10 kg/cm2)	No	3		
15	Check valves installed in main lines	No	3		
16	Seal kit for check valves	No	3		
17	3 way Ball Valve	No	3		
18	Seal Kit for 3 way ball Valves(As per OEM recommendations)	No	3		
19	Break away Coupling fill line	No	3		
20	Seal Kit for breakaway coupling for fill hose	No	3		
21	Break away Coupling for vent line	No	3		
22	Seal Kit for breakaway coupling for vent hose	No	3		
23	On/off switch (i.e. Reset switch)	No	3		
24	Thermoplastic hose (with electrical conductivity) of 3/8" ID Twin hose (Fill+Vent) and 4 Mtr long (This hose should be same as supplied with the dispensers)	No	6		
25	Keypad with LCD display	No	3		
26	Actuators of sequencing valve assembly	No	3		
27	Ball valve of sequencing valve assembly as supplied in dispenser	Set	3		

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28	Solenoid valve with coil	No	3		
29	Repair kit for actuator	Set	3		
30	Repair kit for ball valve of sequencing valve assembly	No	3		



NOTE:

1. Indian bidders shall quote rate including of P & F and freight (excluding excise duty & sales tax).
2. Bidder shall quote for same make of spares which are to be supplied with Dispensers.
3. Bidder shall quote for all the spares as mentioned above. Bidder shall also recommend any other additional spares other than those indicated which calls for a necessary design, enhanced reliability, optimization etc. may be accepted subject to GGPL's approval.
4. In case a particular item is not required for the offered dispenser, bidder shall clearly justify the same in technical bid to the satisfaction of GGPL or else the bid will be loaded suitably.

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SECTION-VIII

FORMS AND FORMATS

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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:

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FORM-2
BID FORM

To
GGPL
Hyderabad

Sub: Supply of

Dear Sir,

After examining / reviewing the Bidding Documents for Supply of CNG Car & Bus Dispensers 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)

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Format—3A

**FORMAT FOR STATUTORY AUDITOR'S/ CHARTERED ACCOUNTANT*
CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
(For Supply of Goods/ Works/ Services)**

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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



Name of Audit Firm/
Chartered Accountant
Date:

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

Instructions:

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

* Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

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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 Car & Bus Dispensers 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: _____

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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 Car & Bus Dispensers 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:

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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:

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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:



Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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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:

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FORM-8

AGREED TERMS & CONDITIONS

Sub: Supply of CNG DISPENSERS

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.	

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S1.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	Please furnish EMD/Bid Security details : 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)

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FORM-11

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s GODAVARI GAS PRIVATE LIMITED
2ND FLOOR, PARISHRAM BHAVAN
APIDC BLDG, BASHEER BAGH
HYDERABAD - 500004



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, Basheerbagh, 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 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.

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3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.



 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

 5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

 6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.

 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.
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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,

Bank by its Constituted Attorney

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