



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



**TENDER DOCUMENT**

**SUPPLY OF CNG STORAGE STATIONARY AND MOBILE  
CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATIONS  
AT  
EAST & WEST GODAVARI DISTRICTS OF ANDHRA PRADESH**

**TENDER NO.: GGPL/C&P/Pur/4718/2016-17**

**PREPARED AND ISSUED BY**



	<b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b>	<b>Doc No : 16017-G-TB-0102</b> <b>Rev : C</b> <b>Page : 2 of 105</b>
		

**"REQUEST FOR QUOTATION"**

Ref: GGPL/C&P/PUR/4718/2016-17

Date: 10.01.2017

**To**

**Sub:** Supply of **CNG Storage Stationary and Mobile Cascade** for Mother Station and Daughter Booster Stations at East & West Godavari Districts Of Andhra Pradesh – Tender No. GGPL/C&P/4718/2016-17



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:

<b>(A)</b>	NAME OF SUPPLY/WORK	Supply of <b>CNG Storage Stationary and Mobile Cascade</b>
<b>(B)</b>	DELIVERY SCHEDULE	<b>8 Weeks</b> from the date of Fax of Acceptance
<b>(C)</b>	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	As indicated below in the RFQ.
<b>(D)</b>	DUE DATE & TIME OF BID-SUBMISSION	14:00 Hrs of 30.01.2017
<b>(F)</b>	TYPE OF BIDDING	2 (Two) Bid System (Un-priced and Priced)
<b>(G)</b>	DATE & TIME OF UN-PRICED BID OPENING	15:00 Hrs of 30.01.2017
<b>(H)</b>	VENUE FOR OPENING OF UN-PRICED BIDS	Godavari Gas Private Limited, 2 <sup>nd</sup> Floor, Parishram Bhavan, Basheer Bagh, Hyderabad-500004
<b>(I)</b>	CONTACT DETAILS	E-mail: <a href="mailto:info@godavariogas.in">info@godavariogas.in</a> <a href="mailto:rvasanthkumar@gail.co.in">rvasanthkumar@gail.co.in</a> 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](http://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









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**SECTION - I**  
**BID EVALUATION CRITERIA [BEC]**

	<p align="center"><b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b></p>	<p><b>Doc No : 16017-G-TB-0102</b></p> <p><b>Rev : C</b></p> <p><b>Page : 8 of 105</b></p>
		

## **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 CNG Storage Stationary and Mobile Cascades 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 Storage Stationary and Mobile Cascades 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 10 Nos. Cascades 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 CNG storage stationary and mobile cascade.

### **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. 112 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.22 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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**SECTION-II**  
**INSTRUCTIONS TO BIDDERS [ITB]**

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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":

Section-I : CUT OUT SLIPS

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Section-III	:	Instructions to Bidders [ITB]
Section-IV	:	General Conditions of Contract [GCC – Goods]
Section-V	:	Special Conditions of Contract [SCC]
Section-VI	:	Specifications
Section-VII	:	Schedule of Rates
Section-VIII	:	Forms and Formats

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



## 8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the "RFQ" no later than 'Five [05] days' prior to bid closing date. If deemed appropriate, respond in writing to the request for clarification. GGPL's response [including an explanation of the query, but without identifying the source of the query] will be uploaded on GGPL's website [www.godavarigas.in](http://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)**


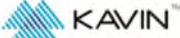


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## 1. Definitions

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.


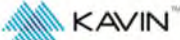
1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.

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.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
  - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.

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- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

## **8. Contract Obligations**

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

## **9. Modification In Contract**



- 9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 9.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

## **10. Use of Contract Documents & Information**

- 10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1 except for purpose of performing the CONTRACT.

## **11. Patent Rights, Liability & Compliance of Regulations**

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered

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hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.



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

## **12. Performance Guarantee**



- 12.1 Within 15 days after the SELLER's receipt of notification of award of the CONTRACT, the SELLER shall furnish Performance Guarantee in the form of Bank Guarantee/irrevocable Letter of Credit to the PURCHASER, in the form provided in the Bidding Documents, for an amount equivalent to 10% of the total value of the CONTRACT.
- 12.2 The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee.
- 12.3 The performance guarantee shall be denominated in the currency of the CONTRACT.
- 12.4 The Performance Guarantee shall be valid for the duration of 90 days beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by PURCHASER not later than 6 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.

## **13. Inspection, Testing & Expediting**

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.

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- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents,

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testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.

13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the contractor/supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the contractor freight to pay or otherwise dispose them off at the contractor's risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

## **14. Time Schedule & Progress Reporting**

14.1 Time Schedule Network/Bar Chart

14.1.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.

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



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

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

14.2 Progress Trend Chart/Monthly Report

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





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- 14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.
- 14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart along with CONTRACT confirmation.
- 14.3.1 PURCHASER's/CONSULTANT's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise CONSULTANT, with copy to PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

## **15. Delivery & Documents**

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
  - b) In case of FOT dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
  - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

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- 15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.
- 15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

## **16. Transit Risk Insurance**

All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.



## **17. Transportation**

17.1 Where the SELLER is required under the CONTRACT to deliver the GOODS on FOT Site basis (Retail Outlet of Oil Marketing Company near Kovvur, West Godavari Dist., AP) and the cost thereof shall be included in the Contract price.

## **18. Incidental Services**

18.1 The Seller may be required to provide any or all of the following services:

- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

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

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

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

## **19. Spare Parts, Maintenance Tools, Lubricants**

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

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

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

i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and

ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if any when requested.

19.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:

19.2.1 The construction, execution and commissioning.



19.3 Spare parts shall be new and of first class quality as per engineering standards/codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.

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

19.5 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.

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

## **20. Guarantee**

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20.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract.

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfill the foregoing guarantees.



PURCHASER/CONSULTANT may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER/CONSULTANT and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings data sheets or the terms of the Contract and rectification is required at site, PURCHASER/ CONSULTANT shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER/ CONSULTANT, the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER/ CONSULTANT shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

## 20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

20.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the duties specified under the CONTRACT.

20.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

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20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfill the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER's account.

## **21. Terms of Payment**

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

### **General Notes:**

- i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.
- ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
- iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
- iv) All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
- v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
- vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.
- vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price

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

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

## **22. Prices**

22.1 Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid.

## **23. Subletting & Assignment**

23.1 The contractor shall not without previous consent in writing of the PURCHASER authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

## **24. Time As Essence of Contract**



24.1 The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

## **25. Delays In The Seller's Performance**

25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
- ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or
- iii) Hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

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## 26. Price Reduction Schedule For Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by ½ % (half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (five percent) of the total contract price.

26.2 In case of delay in delivery on the part of Seller, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee.

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



## 27. Rejections, Removal of Rejected Equipment & Replacement

27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

27.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

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27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

## **28. Termination of Contract**

### 28.1 Termination for Default

28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

- a) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- b) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
- c) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL Against any type of tender nor their offer will be considered by GGPL against any ongoing tender (s) where contract between GGPL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by GGPL to such VENDOR.



### 28.2 Termination for Insolvency

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

### 28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER'S convenience, the extent to which performance of work



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under the CONTRACT is terminated and the date upon which such termination becomes effective.

28.3.2 The GOODS that are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination shall be purchased by the PURCHASER at the CONTRACT terms and prices. For the remaining GOODS, the PURCHASER may opt:

- a) to have any portion completed and delivered at the CONTRACT terms and prices, and /or
- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

## **29. Force Majeure**

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Contract by the SELLER.

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

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



For delays arising out of Force Majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither PURCHASER/CONSULTANT nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

## **30 Resolution of Disputes/Arbitration**

30.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract

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

### 30.3 Legal Construction

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

### 30.4 Arbitration

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

The PURCHASER (GGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator. In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.



The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Hyderabad, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India). Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

## 31. Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

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### **32. Notices**

- 32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **33. Taxes & Duties**



- 33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, license fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

### **34. Books & Records**

- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER/CONSULTANT or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

### **35. Permits & Certificates**

- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.

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### **36. General**

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

#### 36.2 Losses due to non-compliance of Instructions

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

#### 36.3 Recovery of sums due

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

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

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

#### 36.5 Cut-off Dates

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

#### 36.6 Paragraph heading


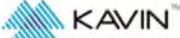
The paragraph heading in these conditions shall not affect the construction thereof.

### **37. Import License**

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

### **38. Fall Clause**

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

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Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Department Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:-

"I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the GGPL under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Department of Central Govt. or any Department of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GGPL under the order".



Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 38.2 above, of which details shall be furnished by the supplier.

### **39. Publicity & Advertising**

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



### **40. Repeat Order**

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



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#### **41. Limitation of Liability**

41.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

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**SECTION-IV**  
**SPECIAL CONDITIONS OF CONTRACT**

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## SPECIAL CONDITIONS OF CONTRACT

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

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

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

### 2. DELIVERY SCHEDULE

Delivery is the essence of contract. 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


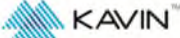
Material shall be delivered as per the instructions of EIC in the stores of GGPL at the designated site in East/West Godavari District of Andhra Pradesh.

### 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.


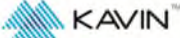
6. Evaluation shall be done and on FOT site basis. GGPL reserves the right to place order on one party or multiple parties at its own discretion.
7. Upon placement of order, GGPL shall nominate Engineer-in-charge for this supply/work.
8. Any Statutory Variation in Taxes and Duties during the currency 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 STORAGE STATIONARY AND MOBILE CASCADE**

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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 storage stationary and mobile cascade 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, procurement, fabricate / manufacture, assembly, inspection at works and supply at site / stores CNG storage stationary and mobile cascade.



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

## **2.0 DESIGN BASIS**

The Supplier should prepare the design basis required to meet the requirement with respect to technical specification and liaise with GGPL to obtain necessary confirmation and approval.

Storage fulfils three functions.

1. It allows more vehicles to fill than the compressor could fill directly one after the other during peak times.
2. It allows the vehicle to fill at a faster rate than if directly from the compressor.

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3. It prevents the compressor from stopping and starting too often.

It is anticipated that the natural gas feed composition, flow rate and pressure will be fluctuating. Hence, Supplier should design the CNG storage facilities with optimum degree of flexibility, reliability, operability to accommodate the varying composition of feed, other unexpected contaminants, flow rate and pressure.



The CNG storage facilities should consist of standardised modules, which are assembled into a complete system. Each system should be designed in standardized modular frames. The modular approach allows the CNG Stationary storage and mobile storage facilities to be easily installed there by reducing installation time.

The design life of the CNG storage facilities should be 30 years.



### **3.0 SCOPE OF WORK FOR CNG STORAGE STATIONARY AND MOBILE CASCADE:**

The scope of work includes for the CNG storage stationary cascades of capacity 3000 water liters (-0%, + 5%) and 4500 water liters (-0%, + 5%) at 15°C and mobile cascades of capacity 3000 water liters (-0%, + 5%) at 15°C with following minimum requirements:

- 3.1** All cylinders should be designed, constructed and tested in accordance with the Indian IS: 7285 (Part2):2004 or similar such other standard code approved by the Petroleum & Explosive Safety Organization.
- 3.2** Each cylinder equipped with cylinder shut-off valve and Combination Bursting Disc & Fusible Plug (Conforming to IS 3224:2002).
- 3.3** A pressure relief safety valve on each bank shall be used, to release of excess pressure set at a rating 5% less than the pressure rating for fusible burst disc.
- 3.4** Robust painted Iron cascade frame. The iron surface shall be properly cleaned, primer and paint selected and applied to have a service life of at least five years. The exterior of the equipment is required to be corrosion free for at least five years and to have a fade free life without oxidation of paint surface for at least five years in an environment of bright sunlight with an intensive UV content. The bidder to specify the grade of paint intended to be used.
- 3.5** Interconnecting tubing/piping, fitting, valves.



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- 3.6** Non return valves (NRVs) as required for three-bank operation.
- 3.7** Pressure gauge on each bank (Low, Medium and High Bank).
- 3.8** All other items required for use of cascade as stationary and mobile for transportation of gas shall be properly fitted and the drawing of cascade shall be approved by GGPL prior to supply.
- 3.9** The services to be rendered by Bidder shall include but not limited to the following:
- Preparation and submission of documents/drawings as per schedule under point "D" of MR and Gas flow calculations, 4 -G static test Calculation of one complete assembled cascade with all the cylinders mounted & filled and sequencing calculations for cascade for maximizing the recovery from the cascade storage for residual cylinder pressure of incoming vehicle for refill pressure 30 bar g.
  - Procurement of raw materials, bought out components, fabrication, shop assembly.
  - Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.
  - Shop inspection and testing including third party inspection (TPIA) or inspections by GGPL's delegate and statutory approvals.
  - Testing at site, Packaging, crating and dispatch of cascades.
  - Cascade commissioning assistance.
  - Paintings as per the present document.
  - Preparation and submission of documents/drawings as per schedule.
  - Bidder to submit foundation and other drawings indicating requirement of work to be carried out by Owner within one month of placement of order.
  - Supervision during trial run, if required.
  - Obtaining approvals from concerned departments/agencies/statutory authorities such as BIS Certificate, PESO etc.



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#### 4.0 SCOPE OF SUPPLY:

Item No.	Description	Quantity (Nos.)	Remarks
<b>STATIONARY / MOBILE STORAGE CASCADES</b>			
1.	<p>Design, Engineering, Procurement, Fabricate / Manufacture, Assembly, Supply, Inspection and Testing at works and at site if required, loading, unloading at site of <b>CNG Stationary/Mobile Storage Cascades</b> at filling temperature of 15°C, for filling, storing and transportation of CNG at 255 kg/cm<sup>2</sup>g and suitable for 10 to 55°C with 3 bank as specified in Technical Specification inclusive of services as stipulated in the tender document.</p> <p>Supply includes the required nos. of 20 dia. J type foundation bolts with nuts, 200 mm long with threaded length 50mm &amp; Supply of required nos. of 20 dia. Anchor bolts with nuts, 100 mm long with threaded length 50mm as applicable will be in the scope of vendor for suitable fixing of stationary/mobile storage cascades.</p>	-	-
a)	4500WL Stationary Cascades for Mother Stations	<b>03</b>	-
b)	3000WL Stationary Cascades for Daughter Booster Stations	<b>07</b>	-
c)	3000WL Mobile Cascades	<b>07</b>	-
<b>2. Mandatory Spares for Stationary / Mobile: Total 17 Nos.</b>			
(a)	Pressure Gauge range ( 0-400 kg/cm <sup>2</sup> )	<b>17</b>	-
(b)	Cylinder Valve with end tube fitting	<b>34</b>	-
(c)	Isolation Valve	<b>34</b>	-
(d)	Check Valve	<b>17</b>	-
(e)	Tube Pig Tail fitting	<b>17</b>	-
(f)	Burst Disc with washer	<b>340</b>	-
(g)	Seal Kit, spindle & handles for isolation valves	<b>34</b>	-
(h)	Safety Relief device	<b>17</b>	-
(i)	1/4 " NPT (M) x 3/4 " OD – Male connector	<b>51</b>	-
(j)	Bull Nose Connector - 1/4 " NPT (M) x 3/4 " OD	<b>85</b>	-
(k)	Vent valve	<b>34</b>	-

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**SECTION-VI**  
**TECHNICAL SPECIFICATION**  
**FOR**  
**CNG STORAGE STATIONARY AND MOBILE CASCADE**

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## 1.0 TECHNICAL SPECIFICATION

The specifications described herewith are intended to give vendor the technical & operating conditions the CNG Storage Stationary and Mobile Cascades 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 CNG storage stationary and mobile cascade has in terms of better design, enhance reliability etc., however such feature may be accepted subject to Client's review and approval.

### 1.1 GAS 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 <sub>2</sub> S	0.00001	0.00001
<b>Total</b>	<b>100.0</b>	<b>100.0</b>



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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 <sup>3</sup> (Ethyl Mercaptan)



## 1.3 CNG STATION DESIGN PARAMETERS

### 1.3.1 MOTHER STATION

Inlet Pressure	:	14 to 19 kg/cm <sup>2</sup> g
Outlet Pressure	:	210 – 255 kg/cm <sup>2</sup> g
Design Pressure	:	280 kg/cm <sup>2</sup> 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 255 kg/cm <sup>2</sup> g (Note-1)
Outlet Pressure	:	210 – 255 kg/cm <sup>2</sup> g
Design Pressure	:	280 kg/cm <sup>2</sup> g
Design Temperature	:	65 °C
Compressor Capacity	:	250 SCMH
Cascade Capacity	:	3000 Litre of water

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**Notes:**

- The electric motor driven reciprocating daughter booster compressor is designed for suction pressure of 30-210 kg/cm<sup>2</sup>g. The electric motor driven reciprocating compressor package shall be designed in order to be converted to on-line compressor capable of taking suction from gas lines when available with the pressure of 12 - 19 kg/cm<sup>2</sup>g without major modifications.**

**1.4 CNG CASCADE**

Cascade shall be a group of identical cylinders of capacity required to meet the specified total water capacity, dimensional and weight limitations. The cascades shall be provided with structural frame having facility of lifting and placement.



**1.4.1 CNG CASCADE STORAGE CAPACITY**

The water storage capacity of CNG storage stationary cascades shall be 3000 water liters (-0%, + 5%) and 4500 water liters (-0%, + 5%) at 15°C and CNG mobile cascades shall be 3000 water liters (-0%, + 5%) at 15°C (Cylinders conforming to IS:7285 (Part 2)-2004).



**1.4.2 CNG CASCADE STORAGE DIMENSION**

**1.4.2.1 CNG Cascades of 3000 and 4500 Water Liter Capacity**



- The gas cylinders with total capacity not exceeding 4500 liters, in case the cylinders are kept vertical, shall not exceed Length – 5500 mm, Width – 1200 mm and Height – 1600 mm above floor level. However, the overall dimension, in case cylinders are kept horizontal, shall not exceed Length – 5500 mm, Width – 2000 mm and Height – 1600 mm (Conforming to requirements of OISD-179).
- A cascade system is comprised of three banks (low, medium, high), which are high pressure storage vessels. These storage cascades are 60 cylinders of 75 Water Liter capacity each for 4500 WL storage cascades and 40 cylinders of 75 Water Liter capacity each for 3000 WL cascades respectively.
- Banking cascade storage vessels have a design pressure of 275 kg/cm<sup>2</sup>g and a storage pressure of 255 kg/cm<sup>2</sup>g.

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- The design, construction & testing of cylinder shall be as per IS 7285 – 2004 and approved by Petroleum and Explosives Safety Organization (PESO), Government of India for use in India for specified condition.
- Cylinder material shall be seamless alloy steel (Cr-Mo) as per design/drawings approval by Petroleum and Explosive Safety Organization (PESO), Govt of India.
- Cylinder neck threading shall be as per IS 3224-2002 or as per design approved by Petroleum and Explosive Safety Organization (PESO), Govt of India.
- The cylinder shut-off valve shall be with combination Bursting Disc and Fusible Plug conforming to requirements of IS 3224:2002 or as per design approved by Petroleum and Explosive Safety Organization (PESO), Govt of India.
- The burst disc shall rupture on excess pressure as well as excess temperature either individually or combined. The burst disc discharge shall be manifold to a common header for safe venting. Bidder shall indicate burst pressure and temperature.
- The cylinder shut-off valve orifice shall be designed for high flow to permit the combined flow of 100 kg/min from each bank at pressure of 255 kg/cm<sup>2</sup>g. Bidder to furnish necessary calculations indicating overall pressure drop for each bank, Coefficient of flow (Cv) values orifice size etc.
- Number of cylinders in the cascade shall be divided into three independent banks of low, medium and high pressure of different storage pressures. Bidder shall optimize the number of cylinders in each bank for maximizing the recovery from the cascade storage and submit the calculations along with the bid. Bidder may assume the residual cylinder pressure of the vehicle coming for refill at 30 kg/cm<sup>2</sup>g.

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- The interconnecting tube work of cylinders manifold in configuration suitable for priority filling and sequential dispensing system by the electronic CNG dispensers at the Retail Outlets.
- Full bore ball valves for isolation shall be provided at inlet of each fill line and at each bank outlet line. The final end connection at battery limit shall be 3/4" OD with nut and double ferrules for directly connecting a 3/4 "OD tube.
- Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.
- The interconnecting tube work shall be minimum of 3/4 "OD tubing. The sizing of connecting tubing between each outlet and its associated cylinders shall be such that where they join the total incoming flow areas shall not be less than outgoing area. The loops in tube work shall be provided for absorbing contraction, expansion and vibration piping/tubing shall be suitably clamped to the frame structure.
- All cylinders should be new and unused. Re-certified cylinders are not acceptable. Before using/refilling, the cylinders which has to be made free of air contained gas shall be purged by an inert gas or by the CNG gas. All cylinders in a cascade shall be of same capacity.
- Cylinders in the cascade may be vertically or horizontally placed. In case of horizontal configuration, minimum 30 mm cylinder to cylinder gap shall be provided (Conforming to requirements of OISD-179). The material used to separate the cylinders should be sufficiently strong enough and should not absorb moisture. Special precautions should be taken to avoid corrosion at the point of contact.
- All cylinder valves and fittings must be rated for the full range of temperature and pressures and the manufacturer should stamp

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or otherwise permanently mark the valve body to indicate the service rating.

- Double compression ferrule Fittings shall be used in the connection tubes.
- All cylinders to be hydrostatically tested and approved by third party certification body. Test certificates shall be duly endorsed by approval body and issued before delivery.
- The location of inlet/outlet tube and pressure gauges shall be as per approved drawing.
- Cascade to be purged with N<sub>2</sub> after testing and shipped with a positive pressure of N<sub>2</sub> in the cascade.
- Suitable vent as to be provided for stationary cascade. The height of vent should be 3m from the base of the cascade.
- Frame shall be suitably covered with canopy from top to avoid the ingress of sunlight & rain water.



### **1.5 MARKING OF CYLINDERS**

a) Every Gas cylinder shall be clearly and permanently marked in accordance with the following conditions by stamping, engraving or similar process;

- i) on the shoulder of the cylinder which shall be enforced by forging or other means, or
- ii) on such a part which is inseparably bound with the cylinder and which is not or only negligibly effected by the stresses due to the gas pressure within it.

b) The name plate shall not be affixed to the cylinder by soldering, if there is risk of corrosion or embrittlement.

c) In conjunction with the original marking, space shall be provided for stamping the test date obtained at the periodic inspection.

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d) Markings shall be as carried out and the letters and numerals used shall be such shape and size that the marking is clear and easily readable and does not give place for misreading.

e) An aluminium ring for each cylinder with indentation on cylinder hydro tested month, year is required.

f) All cylinders must be permanently stamped with the word CNG together with the following information:

i) Manufacturer's, owner's and inspector's marking and rotation number; (These markings shall be registered with the PESO)

ii) Specifying that the cylinder has been manufactured for "CNG only"

iii) A symbol to indicate the nature of heat treatment (such as normalizing, quenching, or tempering) given to the cylinder during manufacture.

iv) The date of the last hydrostatic or hydrostatic stretch test, as the case may be, with the code mark of recognized testing station where the test was carried out. The code mark shall be registered with the PESO.

v) Working pressure and test pressure;

vi) Tare weight



vii) Water capacity.

viii) All the markings, except the manufacturer's marking, which may be on the base, shall be stamped on the neck end of the cylinder.

## **1.6 MARKING ON VALVES**

Valves fitted to the cylinder shall be clearly and durably marked in accordance with the following provisions by stamping, engraving or similar process:



i. Specification of the valves.

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- ii. Year and quarter of manufacture.
- iii. Manufacturer's symbol.
- iv. Working pressure.
- v. The name or chemical symbol of the gas for which the valve is to be used.
- vi. The type of screw threads on the outlet namely left handed (L.H) or right handed (R.H);
- vii. Inspector's stamp.

#### **1.7 LABELING OF CYLINDERS:-**

- Every cylinder shall be labeled with the name "CNG ONLY" with letter of at least 25mm high in contrasting colour and the name and address of the Purchaser by whom the cylinder was filled with gas.
- A warning in the following terms shall be attached to every cylinder containing Compressed Natural Gas namely:-
  - i) Do not change the color of the cylinder
  - ii) This cylinder should not be filled with any gas other than CNG.
  - iii) No flammable material should be stored in the immediate vicinity of this cylinder or in the same place in which it is kept.
  - iv) No oil or similar lubricant should be used on the valves or other fittings of this cylinder.
  - v) Please look for the next date of test, which is marked on a metal ring inserted between the valve and the neck of the cylinder, and if this date is over, do not accept the cylinder.
- All storage system should be supplied in a three bank arrangement. Low bank 50%, Medium bank 30% and High bank 20% of the total storage system.

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- Supply of required nos. of 20 dia. J type foundation bolts with nuts, 200 mm long with threaded length 50mm & Supply of required nos. of 20 dia. Anchor bolts with nuts, 100 mm long with threaded length 50mm as applicable will be in the scope of vendor for suitable fixing of stationery & mobile storage cascades at site.



### **1.8 PRESSURE RELIEF DEVICES**

- Each cylinder or bulk tank used for the storage of CNG should be equipped with a suitable pressure relieving device and a suitable isolating valve which should be readily accessible when installed in the storage bank. The isolating valve should not be capable of closing off the pressure relieving device, or should be locked in the open position.
- Relief devices should be positioned in such a way as to avoid discharge of high pressure gas to the operator or persons in close vicinity.

### **1.9 SAFETY RELIEF DEVICES FOR CYLINDER STORAGE**

- Cylinders manufactured in India, if fitted with safety relief devices in their bodies, shall have such safety devices manufactured and maintained in accordance with IS:5903.
- Piping and gas storage systems should be protected against overpressure by safety relief devices. Relief devices installed to protect the storage systems should have sufficient capacity to vent the maximum flow produced by the compressor and should be set to open at a pressure not exceeding 20% above the maximum allowable working pressure of the system or the pressure which produces a hoop stress of 75% of the specified minimum yield strength, whichever is lower.
- A combination burst disc / fusible alloy assembly should be incorporated in the cylinder valve. Burst disc should yield at a pressure not less than 1.5 times manufacturer's recommended operating pressure of the cylinder, and not more than test pressure. The disc should relieve pressures in excess of 30Mpa





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- In addition to above a mechanical pressure relief valve which opens at a predetermined pressure should be used. This should not be part of the cylinder valve.
- Safety relief valves should be provided with means to seal to prevent tampering by unauthorized persons.
- Minimum required rate of discharge from the safety valve should be at least equal to any input from the system whether stored or being compressed.
- Each safety relief valve should be clearly marked by the manufacturer.
- The maximum pressure in the storage system should not exceed 255 kg/cm<sup>2</sup>g.
- Burst disc pop up pressure shall be close to 280 kg/cm<sup>2</sup>g.
- The cascade cylinders should be supplied with impact test certification.
- The mobile storage capacity should be 3000WL and the dimensions should not exceed L x W x H (According to the Light Commercial Vehicle used) fixing of SS Tubes & Components will be finalized during detail engineering.

#### **1.10 CORROSION PROTECTION**

- Pressure vessels which are made of materials that are subject to corrosion by atmospheric conditions should be protected by painting or other equivalent means necessary to prevent corrosion.
- Importance should be drawn to avoiding corrosion which can limit the working life of a cylinder and affect the fatigue characteristics in serious cases. The implementation of good periodic maintenance anti-corrosion procedures is strongly recommended.



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### **1.11 VALVES**

- All Valves fitted to gas cylinders shall comply in all respects with the following Specifications namely:
  - a. In respect of Industrial Gas Cylinder, IS: 3224
  - b. Valves for cylinders shall have outlets provided with left hand screw threads for the pipes or connections.
  - c. The valves shall be attached to the cylinder neck by screwing and not by making any permanent attachment or inserting adapter in between.
  - d. The design of spindle operated valves shall be such that when fitted to the cylinders it shall not be possible to withdraw the spindle under normal operating conditions.
- Each gas storage unit should have a quick action gas storage isolation valve installed in the steel supply pipe immediately adjacent to its gas storage unit to enable individual shut off and isolation of each unit. These valves will be within fence enclosure.
- Separate common valve system to be supplied for each storage bank complete with non-return valve.



### **1.12 CASCADE FRAME**

- The frame shall not allow lateral and rotational movement of cylinders during regular road transport under any circumstances. Bidders shall take into account the rough patches/bumps on roads.
- Frame shall be free standing and have facility for lifting by crane and forklift the complete assembled cascade. Each storage system should be supplied with suitable lifting lugs. Bottom and top of frame shall be reinforced to prevent any twisting or strain to inter-connections among cascade cylinders during lifting by crane, forklift and during the transport.
- Frame structure of each cascade shall be capable of withstanding 4 G impact (four times gravity) from any direction without any distortion. Bidder to

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submit 4-G static test. Calculation of one complete assembled cascade with all the cylinders mounted & filled. Bidder to test one frame for satisfactory performance, strength and stability. Test results and report shall be submitted to GGPL.

- Cascade storage system to be skid mounted and complete with removable metal frames and non-metal/non-sparking spacer material.
- Cascade and spacer frame to be painted with anti-rust and etching primer under coat. Importance should be drawn to avoiding corrosion which can limit the working life of a cylinder and affect the fatigue characteristics in serious cases. The implementation of good periodic maintenance procedures is strongly recommended.
- All cylinder tubing, manual isolation valves and pressure relief valves should be protected from knocking by any moving object and should not protrude outside the metal frame or brackets.
- Frame shall be suitably covered with canopy from top to avoid the ingress of Sunlight & rain water. The storage of the cascade cylinders should be made in a well-ventilated shed having a light roof or canopy with at least one side open. An area of at least 1 feet around the cascade shall be provided within the shed, Conforming to Gas Cylinder Rule 2004. Height for vent pipe of the cascade shall be 3m above the cascade foundation.
- All items used in the frame shall be weatherproof.
- Supplier shall submit structural drawing of the frame giving details of the steel, welding procedure, corrosion protection for approval of Owner/Owner's representative before commencing fabrication work.
- Frame shall support the cylinder adequately and allow the cleaning of cylinder.

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### **1.13 PIPING/TUBING/FITTING/PRESSURE GAUGES**

- Materials used for the tubing shall be stainless steel 316 fully annealed seamless confirming to ASTM A269 with maximum hardness of Rb80 or less and suitable for bending and flaring. OD tolerance shall not exceed +0.005%. The piping /tubing material shall be of Sandvik /FAE make.
- All fittings including valves shall be of Swagelok/Parker make. Material shall be SS 316 conforming to ASTM A269. Open ends on fittings and vents shall be provided with caps.
- Double compression ferrule fittings shall be used in tube connections.
- All rigid piping, tubing and other components on the storage system be designed for the full range of pressures, temperatures and loadings to which they may be subjected with the factor of safety of at least 4 based on the tensile strength at 20 deg C. Any materials used including gasket and gasket should be compatible with the natural gas and its service conditions.
- All welding piping should be fabricated and tested in accordance with ANSI/ASME B31.3, API 1104 or equivalent standard. Whichever standard is chosen for use, it should be used in total.
- Liquid filled pressure gauge of diameter 4", (0-400 kg/cm<sup>2</sup>) with a 3 – way isolating valve on each bank shall be used. Thus each cascade shall have three pressure gauges. Pressure gauges shall be securely mounted.
- Every CNG storage unit including each manifold group or bulk storage tank should be provided with a suitable pressure gauge for each bank. The pressure gauge should be directly connected to the tank or storage system. The gauge should be dial graduated to read approximately double the operating pressure.
- A good quality industrial pressure gauge should be used with a dial face of at least 63 mm or larger. Gauges should be built to requirements of BS 1780 or ANSI/ASME B40.1 or OISD-179 equivalent.

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- All end connections, pressure gauges, valves and fittings of cascade shall be within tamper proof, wire cage enclosure. There shall be on one side of cascade for ease of operation.
- Material of vent tubing shall be Copper & Brass fitting as per ASTM B75, B68 and make shall be of Sandvik/Parker.
- All piping to be tested after assembly to pressure equal to that of the pressure relief device setting and proved leak free.
- Vendor shall provide a suitable draining arrangement duly certified / approved by PESO for the purpose or removing moisture and other contaminants that may accumulate within the Piping / Tubing.



#### **1.14 PAINTING**

Cylinders shall be painted as per Gas Cylinder Rules / IS: 4397 code as follows:

- White color on cylinder body.
- Signal red IS 537 on cylinder neck portion.
- Yellow color on frame.

The paint shall be chosen, primed and applied as to have a service life of five (5) years. The exterior surface is required to be corrosion free for five (5) years and to have fade free life without oxidation of paint surface for five years in an environment of bright sunlight with an intense UV content.

Surface preparation by Shot Blasting as per grade SA 2 1 / 2 Swedish Standard SIS055 909. Three coats of paint shall be applied with minimum thickness of 300 micron. (Permissible thickness in each coat shall be within 80 to 120 micron).



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### **1.15 MOBILE STORAGE CASCADES**

- All the Cylinder Specifications, valves, safety relief devices, pressure gauges, pressure Relief devices etc shall remain same as mentioned in the Stationary cascades but not limited so.
- Every Mobile cascades used for the transport of compressed gas shall be a type approved, in writing, by the PESO.
- Every cylinder used for transportation of compressed gas shall be constructed and tested in accordance with IS: 2825, as amended from time to time, or BS5045:Part1 or (US) D.O.T 3AA or similar such other standard code approved by the Chief Controller of Explosives.
- The design stress shall include an allowance to include an allowance to enable the cylinder to withstand shocks normally encountered by the movements on road, such as acceleration and deceleration for a minimum of 4g (4 times gravity).
- All the attachments to the cylinders shall be protected against accidental damage which may result from collision, overturning or other operational cause.
- All the cylinders shall be designed to withstand the most severe combined stresses to which they may be subjected to by the pressure of the gas, the pumping pressures and shock loading caused by transport conditions.
- The isolation valves and the end connections shall be terminated at the left side of the storage frame.
- End connections shall be such that tube manifold accessible from side of the vehicle and can be connected to station piping from any one side of the vehicle.

### **1.16 PROTECTION OF VALVES & ACCESSORIES**

- All valves and accessories shall be safeguarded against accidental damage or interference.

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- Valves and accessories shall be mounted and protected in such a way that risk of accidental rupture of the branch to which the valve or accessory is connected is minimized.
- Valves and accessories situated at the rear of a vehicle shall be protected by the rear cross member of the frame of the vehicle against damage.

### **1.17 EQUIPMENT**

Piping, Fittings and meters:



- a. All piping, fittings and meters mounted on the cascade shall be designed to withstand the most severe combined stresses imposed by the following, namely.
  - i) The maximum designed pressure of the vessel.
  - ii) The super imposed pumping pressure of the shock loading.
- b. The materials used for vessel equipment shall be sufficient ductile to withstand rough usage and accidental damage. Brittle materials such as cast iron shall not be used.

Protection of piping and equipment;

- a. All piping and equipment shall be adequately protected to minimize accidental damage which may be caused by rough usage, collision or overturning;
- b. Any equipment or section of piping in which liquid may be trapped shall be protected against excessive pressure caused by thermal expansion of the contents.

Marking of connections-



All connections on the vehicle which require manipulation by the operator of the vehicle should be clearly marked to prevent incorrect operation. The form of this marking should correspond with the operating procedure laid down for the vehicle.

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### **1.18 INSPECTION AND TESTING**

- Before bringing any items of equipment to site, factory testing should be carried out to demonstrate the function of all equipment within the system if so desired.
- Upon delivery to the site, all the equipment should be assembled in a complete system. Thereafter, final site acceptance test would be carried out. Such tests should be witnessed and signed off by the company representative. The supplier should rectify and replace all defects, faults, failures, etc. and all costs should be borne by Supplier. The costs should include accommodation, travelling, expenses, etc.
- Bidder shall carryout 4G static calculation of one complete assembled cascade with all the cylinders and filled and submit the same for Owner review.
- Bidder shall carryout cylinder bursting test of one cylinder from the entire batch produced for supply to GGPL in case offered cylinders are of new design (conforming to the requirement of IS 7285:2004). Bidder shall inform the schedule of the test well in advance to enable Owner or their authorized representative to depute technical personnel for witnessing the test.
- Bidder shall carry out all standards shop test/QA/QC as per recommendation of manufacturer/Chief Controller of Explosives. Copies of the testing/inspection carried shall be furnished to GGPL.
- Bidder shall furnish record of storage capacity check of each cylinder in a cascade and the same need to be demonstrated to Owner or their authorized representative.
- Each assembled storage cascade with all tubing, valves shall be pressure tested to ensure existence of no leakage prior to dispatch.
- Manifold of the cascade shall be tested to 255 kg/cm<sup>2</sup>g. The manifold shall be checked for sequencing and no back flow between any two banks with all valves open.
- The bidder shall appoint Third Party Inspection Agency for carrying out the inspection at bidder's works as per approved QAP, approved drawings &





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tender documents and TPIA charges shall be borne by the bidder. Approved TPIA are CEIL/Lloyd Register/DNV/BV/TUV/SGS. Successful bidder will propose three names from the list and owner will approve the TPIA.

### **1.19 CALIBRATIONS, TEST CERTIFICATES AND THIRD PARTY CERTIFICATION**

- Every Cylinder should be carried with Hydrostatic or Hydrostatic stretch test and a certificate should be provided.
- Leak test should be carried for each cylinders or cascades with all tubing's, valves and a certificate should be furnished to the Owner.
- All Instrument gauges, Valves, Pressure gauges, safety relief devices, shut off valves tubing's and piping etc should be Pressure tested, calibrated and such test , calibration certificates, should be presented upon delivery to site. If any of the test certificates is not in order, the Supplier's should replace the affected equipment with valid certificate at Supplier cost.
- Calculation shall be carried for 4G Stationary of one complete cascade with all cylinders mounted and filled and the same should be submitted for review of the Owner.
- Burst test of one cylinder from the entire supplies shall be produced and incase offered once are new design the schedule for the test should be informed prior to enable the Owner or their authorized representative to depute their personnel for witnessing the test.
- All standards shop tests/ QA / QC as per the recommendation of the manufacturer / Chief Controller of Explosives to be carried out and a copy of such certificates shall be furnished to the Owner.
- Record of storage capacity check of each cylinder in a cascade shall be furnished and same shall be demonstrated to the Owner/ its representative.

	<p style="text-align: center;"><b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b></p>	<p><b>Doc No : 16017-G-TB-0102</b> <b>Rev : C</b> <b>Page : 74 of 105</b></p>
		

## **1.20 TRAINING REQUIREMENTS**

- The Supplier should develop a training proposal for the Company's review, comment and approval.
- The training programme should be planned to suit the construction program such that the Company's personnel are fully conversant with all aspects of the operations and maintenance of the storage systems including all aspects of operations, including decanting CNG from mobile gas storage trailers, pressure control and integration of the overall system.

The training programme 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 storage facilities.

## **1.21 PROTECTION DURING SHIPPING**

The cascade shall be packaged to withstand rough handling during inland journey. It shall be Bidder's responsibility to make good any deterioration that occurs during shipment. Sling points shall be clearly indicated on crates/cascades.

## **1.22 WARRANTY**

- Bidder shall give comprehensive warranty all materials and equipment to be free from defects in design, material and workmanship.
- Bidder shall warranty all cylinders satisfying the requirement of intended use.
- Replacement of any defective item/equipment found damaged by Owner or their authorized representative at the time of delivery.
- Maintenance support during warranty period shall be available within 12 hours of reporting the compliant.

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- Assume responsibility for obtaining manufacturer's warranty of all bought out items.



### **1.23 PERFORMANCE GUARANTEE**

Replacement of any part found not performing to the specified requirements for at least 18 months from date delivery of 12 months from the date of successful commissioning whichever is earlier.

### **1.24 DOCUMENTATION**

#### **1.24.1 Following documents shall be submitted with the offer:**



- Drawing of cylinder of specified parameters and proposed to be used in offered cascades, approved by Chief Controller of Explosives, PESO Government of India.
- Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per storage system, their part nos and make.
- General arrangement drawing of the storage system giving overall dimensions and erection / shipping weight.
- Technical data sheet of storage system.
- Typical cross sectional drawing and literature to fully describe the details of all major components such as Cylinders, valve, gauges piping etc. Data sheet indicating material of tube, tube size etc, piping and instrument diagram.
- List of mandatory spares, supplier to provide a comprehensive list of spares for all Major components both within the storage system and all auxiliary equipment. (Itemized rate to be given in price bid).
- List of spares required in addition to those mentioned above for 2 years normal operation & maintenance per storage system (itemized rate to be given in price bid)
- List of commissioning spares per storage system.

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- List of special tools & Tackles required for installation & maintenance per storage system.
- Shop test procedure.
- Maintenance schedule of the storage system along with list of Spares for O&M during warranty period.
- A complete zonal drawings of the Storage Cascade (complete package), all certification for all components used within the hazardous areas should be provided.
- Schematic of cascade piping.
- Drawing of cascade frame and Bill of quantities with weight of each component.
- Make of bought out items.
- Detailed time schedule for supply indicating time periods for cylinder manufacturing , cascade frame fabrication, ship testing, dispatch of material from works and delivery at site.
- Safety operating procedures.
- Reference list of similar / identical storage system supplied in last 7 years of CNG application.

**1.24.2 Following documents shall be submitted after release of order:**

- Detailed quality control procedure/QAP, duly approved by PESO, for manufacture of cylinder, fabrication of frame etc within two weeks of release of order.
- Schematic of cascade piping, drawing of cascade frame and bill of quantities with weight of each component and make for Owner's review and approval.
- The supplied cylinders shall have the certification from PESO, Government of India for suitability of each cylinder for filling and storage of CNG upto 255 kg/cm<sup>2</sup>g at 15 degree C in India.

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- Technical data sheet of storage system.
- Bidder shall submit 4G static calculation of one complete assembled cascade with all the cylinders mounted and filled.
- Bidder shall furnish the material test certificates for all bought out items like cylinder raw material, tubing/piping, valves, check valves and fittings with the shipment.
- Calibration certificates for all measuring and protection devices.
- QA/QC report for manufacture of cylinder and testing with shipment.
- As built drawing of each CNG cascade with serial number indicating schematic, structural dimensions and bill of material with shipment.
- A complete zonal drawings of the Storage Cascade (complete package), all certification for all components used within the hazardous areas should be provided.
- Maintenance schedule of the storage system along with list of Spares for O&M during warranty period.
- Three (3) sets of Operation & Maintenance manual. All test certificates and all others relevant documents per cascade in soft (PDF format) in CD/DVD & hard copy.

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### 1.25 EXPERIENCE RECORD PROFORMA FOR CASCADE

**Vendor/Bidder must fill the following format, which is essential to access the bidder's capability.**

S.No.	Parameter	Information on offered model	Information on existing cascade (Location)		
			1	2	3
1	No. of units				
2	Service				
3	Working pressure of cascade in kg/cm <sup>2</sup>				
4	Site min/ max temp.				
5	Normal flow from each bank kg/hr				
6	Cascade water capacity-liters				
7	Water capacity of single cylinder used in cascade-liter				
8	Material of cylinder				
9	Thickness of cylinder wall and disc end in mm				
10	Material of vent tubing				
11	Piping material and make				
12	Valve make				
13	Valve type and dia				
14	Nos. of banks in cascade				
15	Nos. of cylinder in low bank				
16	Nos. of cylinder in medium bank				
17	Nos. of cylinder in high bank				
18	Water capacity of cylinders in individual banks				
19	Contact person				
20	4 G static calculation for one complete assembled package				
21	Cylinder burst test for one cylinder				
22	Design standard (Code) used				
23	Total weight of cascades in tones				
24	Burst pressure and temperature for burst disc in kg/cm <sup>2</sup> and deg C				
25	Hydrostatic or Hydrostatic Stretch Test				
26	Pressure test for leakage				
27	Design case gas composition				
28	Approved Manufacturer License				

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S.No.	Parameter	Information on offered model	Information on existing cascade (Location)		
	certificate from PESO				
29	Dimensions of the Total package				
30	Warranty certificates				
31	Dimension of package max.				
32	Calibration certificates for all instrument gauges etc of package				
33	Test certificates of all instruments with cylinder, tubing's, fittings of total package				
34	Date of commissioning of cascade				
35	Design case gas composition				
36	Approval from PESO Nagpur				
37	Dimensions of package Max.				
38	Date of commissioning of cascade				
39	Where cascades are located: Address and fax/ telephone no. of				
40	Major problems encountered, if any				
34	No. of units				
35	Service				
36	Working pressure of cascade in kg/cm <sup>2</sup>				
37	Site min/ max temp.				
38	Normal flow from each bank kg/hr				
39	Cascade water capacity-liters				
40	Water capacity of single cylinder used in cascade-liter				



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### 1.26 CHECK LIST FOR SCOPE OF SUPPLY



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

S. No.	Description	Specified by purchases YES/NO	Included by vendor YES/NO	Remarks
<b>1</b>	<b>Each Storage cascade Package complete with:</b>			
1.1	Specification - Indian Standard 2825, as amended time to time, IS : 7285 – 2004 similar such other standard code approved	YES		
1.2	Cylinder material - Seamless alloy steel (Cr-Mo) or standard code approved by the Chief Controller of Explosives.	YES		
1.3	All the fittings, Valves, Safety devices, gauges are as per IS 3224 or standard code approved by the Chief Controller	YES		
1.4	Tubing's are of rigid type ASTM 316 stainless steel tube.	YES		
1.5	All cylinders are Hydro static Tested	YES		
1.6	Water capacity of single cylinder used in cascade not less than 50 Ltrs.	YES		
1.7	Nos. of banks in cascade- three bank system	YES		
1.8	One Cylinder should be burst test	YES		
1.9	4-G Stationary calculation for one complete assembled package is done	YES		
1.10	Working Pressure of Cascade min. 255 kg/cm <sup>2</sup>	YES		
1.11	Pressure test for Leakage on	YES		





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S. No.	Description	Specified by purchases YES/NO	Included by vendor YES/NO	Remarks
	cylinders with assembled condition			
1.12	Isolation Valve complete with venting line valve and end plug installed on the inlet of the cylinder	YES		
1.13	Copy of Calibration certificates for all instrument gauges etc of Cascade package, Test certificates of all instruments with cylinder, tubing's, fittings of total package			
1.14	BOQ with weight of each component	YES		
1.15	Drawing of cylinder of specified parameters and proposed to be used in offered cascades approved by CCOE	YES		
1.16	Drawing of cascade frame	YES		
1.17	Storage cascade with frame assembly is shipped in fully and assembled condition only to be mounted on anchored bolts	YES		
1.18	GA drawing of the cascade	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	YES		
1.20	Make of bought out items	YES		
1.21	Detailed time schedule for supply indicating time periods required for cylinder manufacturing, cascade frame fabrication.	YES		
<b>2</b>	<b>Spares and Tools /Tackles</b>			
2.1	All necessary spare parts to sustain the operations and maintenance of the storage cascades facilities within the warranty period are supplied and stock at the supplier workshop/ warehouse located in India for immediate replacement of parts	YES		
2.2	Mandatory spares as specified in the "Check List for Mandatory Spares"(Indicate separate price for each item)	YES		
2.3	Cylinder valve replacing tool	YES		
<b>3</b>	<b>Inspection and Testing</b>			
3.1	As specified on the Inspection and	YES		

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S. No.	Description	Specified by purchases YES/NO	Included by vendor YES/NO	Remarks
	testing clauses			
<b>4</b>	<b>Vendor Data and drawings</b>			
4.1	All data & drawings as required per VDR format.	YES		
<b>5</b>	<b>Supervision during the Trial Run if required at site of the CNG storage cascade system</b>			
5.1	Additional Items not specified by purchaser but recommended by bidder for safe smooth and normal operation.	YES		
<b>6</b>	<b>Technical Parameters to be confirmed by vendor</b>			
6.1	Pressure range from 19 kg/cm <sup>2</sup> g - 255 kg/cm <sup>2</sup> g at 15 °C	YES		
6.2	Fill Pressure kg/cm <sup>2</sup> g	YES		
6.3	Operating Temperature range - [ - 55°C to 70°C]	YES		
6.4	Design Code :IS 2825, IS 7285-2004, IS 3224 or as per Applicable standard Codes or approved by CCOE	YES		
6.5	Calibration traceability - To NIST as per ISO 5168	YES		
6.6	Enclosure weather proof to - IP65,NENA4x	YES		
6.7	Process Temperature effect - ± 0.01% of nominal flow rate/degree C on zero offset	YES		
6.8	All valves as per IS 3224or as Applicable standard code or approved by CCOE	YES		
6.9	Safety relief devices as per IS: 5903 or Applicable standard code or approved by PESO	YES		

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### CASCADE DATA SHEET

S.No.	Parameter	Specification	Offered
1.	Type of service	CNG	
2.	Capacity	4500 WL and 3000 WL (-0%, +5%)	
3.	No. of Banks	3	
4.	Cascade Dimensions	OISD-179	
5.	Cascade frame structure is be able to withstand 4G (four time of gravity) test from any direction without any distortion	Yes	
6.	No. of Cylinders in each bank		
a).	Low Bank	*	
b).	Medium Bank	*	
c).	High Bank	*	
7.	Cylinder		
a).	Cylinder Make	*	
b).	Compliance Code	IS 7285:2004	
c).	Cylinder Size at 15 °C (in water liter)	Not exceed 125 liters	
d).	Cylinder Operating Condition	255 kg/cm <sup>2</sup> g at 15 °C	
e).	Cylinder Testing parameters	As per IS: 7285 : 2004	
f).	Cylinder Material	Seamless alloy steel (Cr-Mo)	
g).	PESO Approval	Yes	
h).	Gas quantity stored in the cylinder at 15 °C	*	
8.	Cylinder Shut-off Valve		
a).	Make	Vanaz/ Tekno / OMB/ EMAR SPA	
b).	Compliance Code	IS 3224:2002	
9.	Combination Bursting Disc and Fusible Plug	To be provided	
a).	Burst Pressure (in kg/cm <sup>2</sup> g)	*	
b).	Fuse Melting Temperature (in °C)	*	
10.	Interconnecting Tube Size	Minimum ¾ " OD	
11.	Pressure Drop for each bank		
a).	Low Bank	*	
b).	Medium Bank	*	
c).	High Bank	*	
12.	Coefficient of Flow (Cv)	*	

**Note:**

1. All tubing fittings & other piping components shall conform to recommendations of ANSI B31.3" Process Piping".

(\* ) - To be furnished by bid

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**SECTION-VII**  
**SCHEDULE OF RATES (SOR)**







**TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE  
CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION**



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g)	Seal Kit, spindle & handles for isolation valves	Nos.	<b>34</b>							
h)	Safety Relief device	Nos.	<b>17</b>							
i)	1/4 " NPT (M) x 3/4 " OD – Male Connector	Nos.	<b>51</b>							
j)	Bull Nose Connector - 1/4 " NPT (M) x 3/4 " OD	Nos.	<b>85</b>							
k)	Vent valve	Nos.	<b>34</b>							

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



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## **SCHEDULE OF RATES – (B)**

BIDDERS TO QUOTE SEPARATELY IN THE PRICE BID THE FOLLOWING ALSO:

- (A) COMMISSIONING SPARE, IF REQUIRED.
- (B) TWO YEARS O&M SPARES FOR USE BEYOND THE WARRANTY PERIOD





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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 Storage Stationary and Mobile Cascade 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 Storage Stationary and Mobile Cascade 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 Storage Stationary and Mobile Cascade 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:

	<p align="center"><b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b></p>	<p><b>Doc No : 16017-G-TB-0102</b></p> <p><b>Rev : C</b></p> <p><b>Page : 96 of 105</b></p>
		

**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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	<p style="text-align: center;"><b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b></p>	<p><b>Doc No : 16017-G-TB-0102</b> <b>Rev : C</b> <b>Page : 98 of 105</b></p>
		

**FORM-7**

**CERTIFICATE**

**To**  
**GGPL**  
**Hyderabad**

**Sub: Supply of .....**

**Dear Sir,**

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

Place:


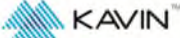
[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

	<p align="center"><b>TENDER DOCUMENT FOR THE SUPPLY OF CNG STORAGE STATIONARY AND MOBILE CASCADE FOR MOTHER AND DAUGHTER BOOSTER STATION</b></p>	<p>Doc No : 16017-G-TB-0102 Rev : C Page : 99 of 105</p>
		



**FORM-8**

**AGREED TERMS & CONDITIONS**

**Sub: Supply of CNG storage stationary and mobile cascade**

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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Sl.	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


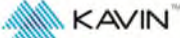
Dear Sir(s),

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