



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

TENDER DOCUMENT

FOR

**Supply of MDPE Pipes on Annual Rate
Contract basis**

TENDER NO.: GGPL/C&P/EG&WG/4702/2016-17



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

"REQUEST FOR QUOTATION"

Ref: GGPL/C&P/EG&WG/4702/2016-17

Date: 18.10.2016

To

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP on Annual Rate Contract Basis – Tender No. GGPL/C&P/EG&WG/4702/2016-17

Dear Sir,

Salient Features of Tender

Godavari Gas Private Limited invites on-line bids from domestic bidders for the subject supply under “two-bid system”, , in complete accordance with the following details and enclosed Tender Documents:

(A)	NAME OF SUPPLY/WORK	Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Disttricts, AP
(B)	DURATION OF ANNUAL RATE CONTRACT	Two years from the date of Fax of Acceptance.
(C)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Rs.3,00,000/- (Rupees Three Lakhs only)
(D)	DUE DATE & TIME OF BID-SUBMISSION	14:00 Hrs of 04.11.2016
(F)	TYPE OF BIDDING	2(Two) Bid System (Unpriced and Priced)
(G)	DATE & TIME OF UN-PRICED BID OPENING	15:00 Hrs of 04.11.2016
(H)	VENUE FOR OPENING OF UN-PRICED BIDS	Godavari Gas Private Limited, 2 nd Floor, Parishram Bhavan, Basheer Bagh, Hyderabad-500004
(I)	CONTACT DETAILS	E-mail: rvasanthkumar@gail.co.in Ph. No: 040 67304930

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

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

The bid will be submitted in three parts as follows:

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

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

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

❖ PART-II: PRICE BID [SOR]

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

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

4. 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 atleast 2 days before the pre-bid meeting. These questions shall be replied during the pre-bid meeting.

❖ NOTE:

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

BID EVALUATION CRITERIA [BEC]

BID EVALUATION CRITERIA

1.0 TECHNICAL CRITERIA:

- 1.1 The Bidder shall be a regular manufacturer of PE Pipes used for Natural Gas service.
- 1.2 The entity from which the quoted items proposed to be supplied should have the facilities of manufacturing PE Pipes for natural gas services as per IS:14885 (2001 Edition)

1. For Bidders Quoting Single Item

The Bidder must have manufactured and supplied minimum 15% of the quoted price schedule quantity for natural gas service in a single order for each item of MDPE pipes of Grade PE 100, SDR 11, IS: 14885 or equivalent. The above supply should have been completed in the last seven years reckoned from the bid due date.

2. For Bidders Quoting more than one Item

For Bidders quoting for more than one item, the BEC quantity will be on cumulative basis in addition to satisfying the condition in Sl. No.1 above. Further the bidder qualifying for higher diameter/sizes will be considered qualified for lower size also subject to meeting the cumulative quantity requirement.

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 last preceding 3 years shall be as under:

Item No.	Diameter (OD), mm	Min. Annual Turnover Requirement (in INR in Lacs)
1	20 mm	8
2	32 mm	23
3	63 mm	45
4	90 mm	57
5	125 mm	25

2.2 Net worth

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

2.3 Working Capital

The minimum working capital of the bidder as per the immediate preceding year 2015-16 as under:

Item No.	Diameter (OD), mm	Min. Working Capital Requirement (INR in Lacs)
1	20 mm	1.6
2	32 mm	4.5
3	63 mm	9.0
4	90 mm	11.4
5	125 mm	5

2.4. Note:

Financial BEC will not be applicable for bidders quoting only individual item no.1

If a bidder quotes for more than one item then the requirement of annual turnover and minimum working capital will be calculated on cumulative basis.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth, confirming the availability of line of credit for at least working capital requirement as stated above.

3.0 DOCUMENTS REQUIRED FOR QUALIFICATION:

3.1 Technical criteria:

1. Factory registration certificate / Excise registration certificate/ NSIC certificate/ISO certificate or any other document evidencing the bidder as manufacturer from appropriate authority in support of clause No 1.1 above.
2. Copies of Valid certificates for Bidder's established plant from such agencies as BIS etc. if any in support of clause No 1.2 above.
3. List of Plant & Equipment with rated capacity, manpower, lab facility, Quality Control Procedure etc. to establish capability of manufacturing the required qty of quoted items as per Price Schedule in support of clause No 1.2 above.
4. Copies of Purchase Order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection report etc. issued by the purchaser/end user in support of supply of PE pipe in the last 7 (seven) years as detailed in BEC. The proof of execution should have cross-reference of the purchase order in support of clause No 1.2.1 and 1.2.2 above.

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be, duly certified/ attested by Chartered Engineer and notary public with legible stamp.

3.2 Financial criteria:

1. Bidder(s) shall submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement with all schedules] of the three (3)

preceding Financial Year(s), i.e. FY: 2015-16, 2014-15 & 2013-2014 along with un-price bid.

2. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter from the Bidder's bank having net worth Rs 100 Crore, confirming the availability of the line of credit for at least working capital requirement as stated above.

For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC), the bidder shall submit "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant. Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by notary public with legible stamp.

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

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INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer, as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Tender Document.
- 1.2 Throughout these Bidding Documents, the terms 'Bid' and 'Tender' and their derivatives [Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.] are synonymous and 'Day' means 'Calendar Day'. 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB]".
- 2.2 The Bidder is not put on 'Holiday' by 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
 - Section-II : BID EVALUATION CRITERIA [BEC]
 - Section-III : Instructions to Bidders [ITB]
 - Section-IV : General Conditions of Contract [GCC – Goods]

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

Any clarification or information required by the Bidder but same not received by the Employer 'five [05] days' prior to the bid closing date, is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', GGPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents. Any addendum thus issued shall be part of the Bidding Documents and shall be posted on GGPL's e-tendering website.

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

- i) The Prices are to be submitted strictly as per the Schedule of Rate and GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.**
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.**

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

11.4 EMD/Bid Bond

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

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in excel format enclosed as part of "RFQ" in GGPL's e-portal.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works/supply as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except 'Sales Tax', and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of Sales Tax & Excise Duty shall be indicated in Agreed Terms & Conditions and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures' and words.
- 12.7 Alternative Bids shall not be considered.

12.8 INVOICE AND PAYMENT

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

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

13 BID CURRENCIES: Indian Rupees only

14 BID VALIDITY

- 14.1 Bids shall be kept valid for 'three [03] months' from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by GGPL as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request that the Bidders extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-15" in all respects.

15 EARNEST MONEY/BID SECURITY

- 15.1 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' [in favor of GGPL, payable at Hyderabad] or 'Banker's Cheque' or 'Bank Guarantee'. Bidders shall ensure that 'Bank Guarantee', having a validity of at least SIX (6) months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bid Document. Bid not accompanied with 'Bid Security', or Bank Guarantee (not in requisite form) shall be liable for rejection.
- 15.2 The 'Bid Security' is required to protect GGPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture.
- 15.3 GGPL shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 15.4 Any Bid not secured in accordance with "ITB: Clause-15" may be rejected by GGPL as non-responsive.
- 15.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by GGPL.
- 15.6 The successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material and submission of PBG.
- 15.7 The 'Bid Security' may be forfeited:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the "Notification of Award" / "Fax of Acceptance [FOA]", or
 - (ii) to furnish "Contract Performance Security / Security Deposit"
 - (iii) to accept 'arithmetical corrections'
- 15.8 In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in Tender Documents.
- 15.9 "Central Public Sector Undertakings of Government of India" and "Firms Registered with NSIC" are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.

16 PRE-BID MEETING – Not applicable

17 FORMAT AND SIGNING OF BID

- 17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the

Bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

- 17.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

18 ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 **ZERO DEVIATION:** Deviation to terms and conditions of "RFQ" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "RFQ" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Technical and/or commercial query(s), if required, may be raised on the bidder(s) – the decision for which will be solely based on circumspection by GGPL. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "RFQ/Tender Document", and submit all requisite documents as mentioned in this "RFQ/Tender Document", failing which your offer will be liable for rejection.

- 18.2 **REJECTION CRITERIA:** Deviation to the following clauses of "RFQ" shall lead to rejection of Bid:

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

Note:

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

19 PAYMENT-TERMS

As per Special Conditions of Contract.

**20 AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE –
NOT APPLICABLE**

[D] – SUBMISSION OF BIDS

21 PREPARATION & SUBMISSION OF BIDS:

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

22.2 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. in which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended.

23 LATE BIDS (NOT APPLICABLE FOR E-TERNDERING)

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,
- (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

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
 - (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.

39.2 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.

39.3 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.

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

===== X =====

SECTION-III

**GENERAL CONDITIONS
OF CONTRACT
[GCC - GOODS]**

**General Conditions of Contract-GOODS
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General Conditions of Contract (Goods)

1. Definitions

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

1.0 BIDDER : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.

1.1 CONSULTANT [if engaged] shall mean M/s.having 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, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

1.12 INITIAL OPERATION shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.

1.13 PURCHASER shall mean GGPL (GGPL) having its registered office at 16, BHIKAJI CAMA PLACE, R.K.PURAM, HYDERABAD-110066 (INDIA). 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 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 fulfill his obligation under the Contract.

3. Application

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

4. Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major

assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. Scope of Contract

5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure thereto.

5.2 Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

5.3 The SELLER shall follow the best modern practices in the manufacture of high grade EQUIPMENT notwithstanding any omission in the specifications. The true intent and meaning of these documents is that SELLER shall in all respects, design, engineer, manufacture and supply the equipment in a thorough workmanlike manner and supply the same in prescribed time to the entire satisfaction of PURCHASER.

5.4 The SELLER shall furnish 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 alongwith 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.
- 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 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.

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the

drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.

13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.

13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.

13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.

13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).

13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.

13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.

13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.

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

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

13.15 Inspection & Rejection of Materials by consignees

When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the

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

14. Time Schedule & 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.

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.

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 alongwith 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 despatch 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).

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.

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.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

19.6 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.

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

19.8 Lubricants

19.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.

19.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

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

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /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 fulfil 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.

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 fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ 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 Nationalised 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 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 unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of price reduction for delay in delivery and termination of the contract for default.

26. Price Reduction Schedule For Delayed Delivery

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

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.

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.

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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 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 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 thereunder 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.

32. Notices

32.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes & Duties

33.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.

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

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

33.4 Any income tax payable in respect of supervisory services rendered by 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 (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35. Permits & Certificates

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

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 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 Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this

order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

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

38.3 The supplier shall furnish the following certificate to the concerned Paying Authority 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 Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the GGPL under the order”.

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

39. 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 upto 50% of the total order value without any change in unit price or other terms and conditions.

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.

SECTION-IV
SPECIAL CONDITIONS
OF CONTRACT
[SCC]

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of the Contract precedes over the other similar terms indicated elsewhere in the tender document.

2. **Duration of Contract**

The Annual Rate Contract shall be for a period of 2 years from the date of Letter of Acceptance. GGPL shall place orders for supply of material as and when required basis for the contracted quantity.

3. **Delivery Schedule**

Delivery is the essence of contract. Delivery schedule of the materials shall be as follows:

Sub-purchase orders for supply of minimum 15% of total awarded quantity shall be placed as and when required within the period of two years under the rate contract.

Delivery of material shall be within 6 weeks from the date of sub-order.

4. **Place of Delivery**

Material shall be delivered as per the instructions of EIC in the stores of GGPL at Rajahmundry in East Godavari District and at Eluru in West Godavari District, Andhra Pradesh.

5. **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.

B) Balance 10% will be released within 60 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).

6. 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 5% of Total Contract Price valid till 90 days beyond the expiry period of the Guarantee.

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

11. 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.

6.0 BIDDING PHILOSOPHY AND AWARD OF WORK

The below evaluation / distribution methodology will be considered for evaluation and awarding purpose:

Bidder may quote for any or all items(s) of the Price Schedule. Evaluation and ordering shall be done item-wise (i.e. for each size of diameter) on least cost basis.

Bidder quoting for any item shall have to quote for entire quantity of that item otherwise their bid will not be considered.

If a bidder qualifies for lesser number of item(s) and happens to be lowest (L1) bidder for more number of item(s), then the order shall be awarded on "least cost to GGPL" basis for the item(s) for which the bidder qualifies. Once certain item(s) awarded to such L1 bidder, the bidder ceases to be lowest bidder for the remaining item(s). The ordering of remaining item(s) will be done to next lowest bidder.

SECTION-V

SPECIFICATIONS

&

SCOPE OF SUPPLY

SCOPE OF SUPPLY & SPECIFICATIONS

1.0 INTENT OF SPECIFICATION

The intent of this specification is to establish minimum requirements to manufacture and supply of Polyethylene Pipes used for supply of natural gas.

2.0 SCOPE OF WORK

Seller's scope shall include (a) Design, detail engineering, manufacturing of items as per Material Requisition technical specifications, meeting all the requirements as laid down in IS: 14885 (Specification for Polyethylene Pipes for the supply of gaseous fuels), (b) preparation of Quality Assurance / Quality control Program; Obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by Purchaser's/Agency Designated by Purchaser, as applicable as per bid document and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Loading on truck/trailer and Unloading of MDPE Pipes at Project site; (i) providing all related services as detailed in the technical specification.

All codes and standards for manufacture, testing, inspection etc. shall be of latest edition. Purchaser reserves the right to delete or order additional quantities during execution of order, based on unit rates and other terms & conditions in the original order.

3.0 INSTRUCTION TO THE BIDDER

Length of the Pipes and their supply will be as per the following:-

- 20mm OD - In each Coil of 100 mtrs. Length
- 32mm OD - In each Coil of 100 mtrs. length
- 63mm OD - In each Coil of 100 mtrs. Length
- 90mm OD - In each Coil of 50 mtrs. length
- 125mm OD - In each Coil of 50 mtrs. Length

COILS SPECIFICATION:

S. No	Outside Diameter in mm	Length of pipe in Coil in meters	Length of pipe in Straight length in mtrs	Minimum inner diameter of coil in mtrs
1	20	100	-	0.5
2	32	100	-	0.8
3	63	100	-	1.6
4	90	50	-	2.3
5	125	50	-	2.7

4. PROTECTION

The ends shall be protected by proper end caps to prevent from shocks and ingress of the foreign body.

Coil shall be covered by black PVC/PE Film to prevent expose to direct sun light.

5.0 The successful bidder shall submit the following for approval of GGPL representative after placement of order:

- The Quality Assurance Plan (QAP & Sampling Plan)
- Certified test result of PE Compound (clause 5 of IS: 14885)
- Performance Requirements (clause 8 of IS:14885)

- Type Test (clause 9.1.2 of IS: 14885)

6.0 The bidder shall submit following documents at the time of bidding,

- BIS/ ISO Certification if obtained already, or documentary evidence of applying for the same
- List of current orders in hand for similar items with full details such as specification, name of purchaser etc.
- Details of the largest supply executed
- Name and address of proposed test laboratories a long with their credentials/ past records for carrying out all required tests.
- The names of standards/ codes being followed in manufacture and supply
- Any accreditation certificates obtained or applied for.

7.0 MARKING

The pipe shall be marked in continues length in addition to the requirement of the applicable code.

8.0 THIRD PARTY INSPECTION

The supplier shall arrange Third Party Inspection of the material before effecting supply, through renowned agencies like DNV, Bureau Veritas, etc. and submit the Inspection Certificate along with the supply of material.

9.0 PACKING

The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.

Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.

All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.

All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.

Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silica gel or similar dehydrating compound. Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.

Detailed packing list in water proof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover. The Seller shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the seller's account.

10.0 MARKING ON PACKAGES

Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER: GODAVARI GAS PVT LTD

PROJECT: CGD PROJECT AT EAST & WEST GODAVARI DISTRICTS

DESTINATION:.....

Purchase Order No:.....

Net Wt...... Kgs, **Gross Wt.**..... Kgs.

Dimensions:..... X X.....CM.

Package No. (Sl. No. of total packages).....

Seller's Name:.....

11. SHIPMENT

Dispatch of materials shall be made in accordance with the relevant terms of the Purchase Order. Any change in mode of transport shall be resorted to only after prior approval in writing. Seller shall ensure dispatch of equipments/materials immediately after they are inspected and released. All consignments shall be booked in the name of Purchaser and not under self-basis.

Dispatch by Road

The Seller shall be responsible for despatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER/ PMC.

The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number and destination of lorry (if transshipment is involved),

Advance information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, value, Purchase Order Number, date of dispatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and

their destination office/associate's address etc. by way of Fax / E-Mail to EIC, GGPL.

12. SHIPPING DOCUMENTATION

All documents shall be in English Language.

DOCUMENTS REQUIRED BEFORE SHIPMENT

Pro forma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser in triplicate.

The Supplier shall mail the shipping documents stated herein below after the shipment has been made so that the same are received at least two weeks prior to the arrival of the shipment.

The Supplier shall be fully responsible for any delay and/or demurrage that may become payable at destination Port on account of delay in transmittal of following shipping documents.

- Commercial invoice
- Bill of lading
- Inspection release note
- Packing list
- Freight memo
- Certificate of origin
- Test certificate
- Certificate of measurement and weight

One set each of the above documents is to be sent by first class courier to Purchaser at the address given in the Bidding Document and to Engineer-in-Charge (Respective Project Sites).

13.0 PACKING LIST

Packing list must show, apart from other particulars actual contents in each case, net and gross weights and dimensions and the total number of packages.

In case of pipes and plates in bundles, number of pipes/plates with individual length/size in each bundle must be indicated.

14. BATCH OF PE COMPOUND

By batch of compound is meant a homogeneous quantity of PE compound of the same origin and of a particular brand.

The batch must be registered under a single identification number (batch number) which leaves no doubt as to the origin, identity and date of manufacture of the compound.

15. BATCH OF PIPES

By batch of pipes is meant a homogenous lot of pipes with identical dimensions, made in a continuous process by the same extrusion machine and from the same batch of compound.

16. MINIMUM REQUIRED STRENGTH (MRS 10)

Standardized class of compounds for which the Lower Confidence Limit (LCL) is equal to 10.

17. STANDARD DIMENSIONS RATIO (SDR)

SDR is the quotient of the nominal outside diameter and the nominal wall thickness (expressed rounded to one decimal).

$$\text{SDR} = \text{de}/\text{en}$$

de = nominal outside diameter of pipe in mm, **en** = nominal thickness of pipe in mm

18. Overall Service (Design) Co-efficient (C)

C is an overall co-efficient with a value greater than 1 which takes into consideration service condition as well as properties of the components of a piping system other than those represented in the lower confidence limit. For this specification the minimum of C is 2.0.

19. Maximum Allowable Operating Pressure (MAOP)

The highest effective pressure of the gas in the pipeline system expressed in bar, which is allowed in Continuous use. It takes into account the physical and the mechanical characteristics of the components of the piping system.

It is given by the equation: $MAOP = (20 \times MRS) / (C \times (SDR - 1))$

20. APPEARANCES OF PIPES

The pipes must be cut with smooth trimmed ends.

The internal and external surfaces of the pipes, examined visually without magnification, are uniform and smooth.

The pipes are free of scratches, pits, voids, blisters, occlusions or cracks.

21. Colour

The pipes shall be in yellow colour.

22. Density

Density is measured in Kg/m³ as per ISO -1183. The measured value must correspond to the data listed in the characteristics of PE compound, allowing for possible differences caused by measuring on the pipe instead of granulate.

23. Melt mass-flow rate (MFR)

The melt mass-flow rate MFR (190°C - 5 kg), measured on a sample taken from the pipe in accordance with ISO 4440-1 or IS 14885 is within the limits stated in the characteristics of PE Compound.

In addition, the discrepancy in absolute value between the MFR measured on a pipe sample and that measured on a sample of raw material may not exceed 20% of the latter.

24. Volatile content

The volatile content, measured on a pipe sample in accordance with ISO 4437 or IS 14885, may not exceed 350 mg/kg.

25. Water content

The water content may be estimated by measuring the volatile content. If the volatile content, measured in accordance with ISO 4437, is not more than 250 mg/kg, the water content must be ascertained. The water content, measured in accordance with ISO -760, is must be 250 mg/kg or less.

26. Inspection and Testing:

Inspection shall be carried out by GGPL representative or Third Party inspection agency nominated by GGPL.

Manufacturer shall submit the copies of test report of following test along with lot.

- All test report for Raw material and Finished Product.
- Certificate from raw material producer, for each batch of raw material procured for manufacture of Pipes.
- GGPL's representative shall have right of free entry, at all the times at manufactures workshop/factory.

27. TESTS CARRIED OUT BY THE MANUFACTURER

It is essential to comply with the provisions in the following sections to ensure that the pipes conform to the specification in every case.

All the pipes are individually numbered. This marking is done using an inert product which will not adulterate the quality of the pipes (e.g. lithographic chalk). The pipe number consists of a maximum of three digits. In the case of pipes with a diameter of 90 mm or more, the number is marked on the inside. For rolled pipes and pipes on drums, it is applied on an adjoining label and the marking must not be subject to deterioration. All the test carried out by the manufacturer are as per the standards.

28. Dimensions

The thickness and average diameter, measured in the conditions defined in the specification, are entered in an inspection document which includes the dates of manufacture and the production team, extruder number, code of the material used, pipe number and, if a pipe is declared invalid details necessary for marking of the pipes.

The, inspection documents and any records shall be supplied to the Owner/ owner representative official.

29. DISPATCH PREPARATION

1. The Pipe ends shall be cleanly cut, square with axis of pipe and protected against shocks and ingress of foreign bodies by welding appropriate end caps.
2. Each coil shall be properly secured with PVC strap/Self Adhesive Tape at regular intervals to avoid unwinding of the coil during transport or storage.
3. Each coil shall be wrapped properly first wrap of white PE sheet having thickness more than 30 microns and outer wrap of good quality Hessian cloth so as to prevent the pipe from exposure to sunlight.
4. The pipes shall be transported in trucks, the coils being covered properly so as to avoid damage to pipes.

30. DOCUMENTS

The Bidder shall submit all the Test Certificates of the Raw material, Factory Approval certificate approved by reputed Inspection agency for GGPL approval.

The Bidder shall submit the Quality Assurance Plan approved by Inspection agency along with the test certificates for manufacture of MDPE pipes.

Following completion of the type approval tests, the Supplier shall compile a data folder which shall include details of all test results and all critical information, i.e., dimensions, materials, source of materials, manufacturing site and manufacturing techniques.

All test results shall be signed by the Supplier and countersigned by GGPL representative/consultant.

31. DESCRIPTION OF MAIN APPEARANCE DEFECTS

DEFECTS CAUSED BY HANDLING OR STORAGE

- Incrustation with foreign matter: Pebbles, sand, glass, filings, wood splinters, etc.
- Scratches Narrow continuous lesions.
- Notches Incisions made by a sharp instrument.
- Superficial wear and tear Surface deterioration resulting from friction against foreign matter.
- Holes: Holes in the wall caused by forceful insertion of a generally pointed object (e.g.: nails, probes, screws, etc.).
- Dented walls Permanent distortion of the wall accidentally caused during handling.

DEFECTS CAUSED BY MARKING

- Marking too deep

- This is caused by incorrect setting of the stamps or the stamp design.
- Dentations caused by the tool holding the marking stamps. These are the result of incorrect settings or wear and tear.

31.1 ASSESSMENT CRITERIA

CRITICAL DEFECTS

The following defects are critical:

- Continuous longitudinal internal lines Presence of foreign matter in the polyethylene resulting from contamination of the raw material
- Porosity

OTHER DEFECTS

- Defects caused by handling or storage
- Pipes presenting one of the following defects are classified as defective:
 - Incrustation with foreign matter
 - Scratches the depth of which is more than 10% of the thickness, with a limit of 0.5 mm.
 - Superficial wear and tear where the depth of the marks is more than 10% of the thickness, with a limit of 0.5 mm.
 - Notches the depth of which is more than 10% of the thickness, with a limit of 0.50 mm.
 - Holes, the depth of which is more than 10% of the thickness, with a limit of 0.50 mm
 - Dents in the pipe wall

31.2 Manufacturing defects

Incrustation with residual matter generated during extrusion, craters, pits, unfused elements sample may present several of the above defects.

Let p be the depth of the defect and e the nominal thickness of the pipe.

Case 1 : $p > 0.1.e$

Any pipe which includes one of the above defects where the depth is more than 10% of the nominal thickness of the pipe is always considered to be defective.

Case 2: $p \leq 0.1.e$

For a pipe which contains isolated defects, the depth of which is 10% of the nominal thickness or less, each defect is allocated a grade g depending on its largest dimension a , excluding the depth. The value of g in terms of a is defined in Table 1.

Table I

<i>Largest</i>	<i>Grade</i>
Dimension of defects in mm	
$1.0 \leq a < 2.0$	5
$2.0 \leq a < 3.0$	10
$3.0 \leq a < 4.0$	25
$4.0 \leq a < 5.0$	50
$5.0 \leq a < 6.0$	51

Defects, the largest dimension of which is less than 1mm are not taken into account.

A pipe is considered to be defective when it presents a defect, the largest dimension of which is 6.0 mm or more.

A pipe is considered to be defective when the sum of the products of the grades g multiplied by the number of defects n detected along a length of 100 cm exceeds the value L defined in table 2 in terms of the diameter of the pipe.

Table 2

<i>Nominal diameter de</i>	<i>L=I(n.g)</i>
20	20
32	20
62	40
125	40
180	60

- Continuous longitudinal marks inside and outside, cavities, marking too deep and indentations caused by marking tool.
- Pipes presenting the following defects are classified as defective:
- Continuous longitudinal marks on the inside and outside which are 0.20 mm deep or more
- Cavities
- Marking too deep where the depth is more than 0.20 mm.
- Indentations caused by the marking tool where the depth is more than 0.20 mm

32. CHARACTERISTICS OF MDPE MATERIAL

S.No	Characteristics	Units	Requirement	Test Parameters	Test Method
1	Conventional Density	Kg/m ³	>930	23°C	IS 7328
2	Melt Flow rate	g/10min	0.68 - 1.0	190°C	IS 2530
3	Volatile Content	Mg/Kg	<350	105°C	IS 4437
4	Thermal Stability	Minute	>20	200°C	IS 14885
5	Water Content	Mg/kg	<300	105°C	
6	Resistant to Gas Constituents	H	>=20	80°C	

Working Condition

- Maximum Operating Pressure – min. 7 Bar
- Working Medium – Dry Natural gas
- Maximum Working temperature – 47 Deg C

SECTION-VII
SCHEDULE OF RATES (SOR)

SCHEDULE OF RATES

Tender No. GGPL/C&P/EG&WG/4702/2016-17

ITEM: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Disttricts, AP

Sl. No	Item Description	Unit	Qty	Unit FOT Desp.Point price including P&F charges (Rs)	Excise Duty in %age	Unit Excise Duty (Rs)	CST in %age	Unit CST (Rs)	Unit Freight upto FOT Project Site incl. Octroi/ entry tax, transit Insurance & unloading	Unit FOT-Site Price with Form-C (5+7+9+10) (Rs)	Total FOT price with Form-C (4x11) (Rs)
1	2	3	4	5	6	7	8	9	10	11	13
A	20 mm 11 SDR WT 3 mm PE 100 IS 14885 Color Yellow	Mtr	122000								
B	32 mm 11 SDR WT 3 mm PE 100 IS 14885 Color Yellow	Mtr	265000								
C	63 mm 11 SDR WT 5.8 mm PE 100 IS 14885 Color Yellow	Mtr	140000								
D	90 mm 11 SDR WT 8.2 mm PE 100 IS 14885 Color Yellow	Mtr	77500								
E	125 mm 11 SDR WT 114 mm PE 100 IS 14885 Color Yellow	Mtr	20000								

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

SECTION-VIII

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
GGPL
Hyderabad

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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:
Bidder]
Date:

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

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BID FORM

**To
GGPL
Hyderabad**

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

Dear Sir,

After examining / reviewing the Bidding Documents for Supply of MDPE Pipes 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:

F-3

LIST OF ENCLOSURES

To
GGPL
Hyderabad

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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)

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 MDPE Pipes 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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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 MDPE Pipes 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:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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"NO DEVIATION" CONFIRMATION

**To
GGPL
Hyderabad**

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

F-6A
DECLARATION

To
GGPL
Hyderabad

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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CERTIFICATE

**To
GGPL
Hyderabad**

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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 thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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Tender No. GGPL/C&P/EG&WG/4702/2016-17

AGREED TERMS & CONDITIONS

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
11.	Please furnish EMD/Bid Security details : 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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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 MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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 :

F-10
Undertaking on Letterhead

To
GGPL
Hyderabad 110066

Sub: Supply of MDPE Pipes for the City Gas Distribution Projects of East and West Godavari Districts, AP

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)

Form F-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.

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.
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