



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

**LIMITED INTERNATIONAL COMPETITIVE BIDDING**

**TENDER NO: GGPL/KKD/C&P/Domestic Meters/2012/VS**

**For**

**PROCUREMENT OF PNG DOMESTIC METERS FOR  
CGD PROJECT OF EAST & WEST GODAVARI  
DISTRICTS OF A.P**

**Contact details:**

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**TENDER CONTENTS**

| Sl. No. | Description | : | Remarks   |
|---------|-------------|---|---|
| 1       | Section-I   | : | INVITATION FOR BID (IFB) & CUT-OUT SLIPS  |
| 2       | Section-II  | : | BID EVALAUTION CRITERIA<br>[BIDDERS ELIGIBILITY CRITERIA & EVALUATION]  |
| 3       | Section-III | : | INSTRUCTION TO BIDDERS (ITB) ALONG WITH ANNEXURES AND FORMS & FORMAT<br><br>ANNEXURE-I -Procedure for action in case corrupt/ fraudulent/ collusive/coercive practices<br><br>ANNEXURE-II- Procedure for evaluation of performance of vendors/ suppliers/ contractors/ consultants<br><br><del>ANNEXURE-III- Addendum to instructions to bidders for participation in e-tender</del><br><br>ANNEXURE-IV-Bidding data sheet(BDS)<br><br>ANNEXURE-V- PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS/ IMPORTED MATERIALS<br><br>ANNEXURE-VI-PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)<br><br>FORMS & FORMAT (F-1 to F-24B) |
| 4       | Section-IV  | : | GENERAL CONDITION OF CONTRACT (GCC)   |
| 5       | Section-V   | : | SPECIAL CONDITION OF CONTRACT (SCC) & SHIPPING INSTRUCTIONS   |
| 6       | Section-VI  | : | SCOPE OF WORK (SOW) / SUPPLY & TECHNICAL SPECIFICATION / DRAWINGS ETC   |
| 7       | Section-VII | : | PREAMBLE / EXPLANATION TO SCHEDULE OF RATES (SOR)   |

## **SECTION-I**

### **INVITATION FOR BID (IFB)**

**&**

### **CUT-OUT SLIPS**

**NOTE**

***Traders/Dealers/Distributors/Stockiest/  
Wholesaler are not entitled for MSE  
Benefits under Public Procurement  
Policy'2012.***

Further, bidder is required to refer clause no. 40 of Instruction to Bidders (ITB) for details regarding documents to be submitted along with the certification/attestation to be carried out to avail MSE benefits under Public Procurement Policy'2012.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**"INVITATION FOR BID (IFB)"**

Ref No. GGPL/KKD/C&P/Domestic Meter/2012/VS

DTD 21.03.2018

To,

The Bidders,

**SUB: TENDER FOR PROCUREMENT OF PNG DOMESTIC METERS FOR CGD PROJECT OF EAST & WEST GODAVARI DISTRICTS OF A.P**

Dear Sir/Madam,

Godavari Gas Private Limited herein after called GGPL invites bids from eligible bidders for the subject supplies in complete accordance with the following details and enclosed tender documents. The brief details of the tender are as under:

| SL. No. | DESCRIPTION   | : | REMARKS  |
|---------|---|---|--|
| (i)     | <b>TENDER NO. &amp; DATE</b>  | : | GGPL/KKD/C&P/Domestic Meter/2012/VS dated 21.03.2018   |
| (ii)    | <b>TENDER DESCRIPTION</b>   | : | PROCUREMENT OF PNG DOMESTIC METERS FOR CGD PROJECT OF EAST & WEST GODAVARI DISTRICTS OF A.P  |
| (iii)   | <b>TENDER TYPE</b>  | : | TWO BID SYSTEM   |
| (iv)    | <b>TYPE OF BIDDING SYSTEM</b>   | : | Single Stage Two Bid System and offers required to be submitted manually (Un-priced/Technical and Priced Bid IN separate envelopes)  |
| (v)     | <b>AVAILABILITY OF BIDDING DOCUMENT ON FOLLOWING GGPL WEBSITE FOR DOWNLOADING</b> | : | <b>From 21.03.2018 (09.00 Hrs, IST) to 23.04.2018 (13.30 Hrs, IST) on following websites:</b><br>GGPLs Tender Website<br><a href="http://www.godavarigas.in">http://www.godavarigas.in</a> |
| (vi)    | <b>TENDER FEE</b>   | : | Not applicable   |
| (vii)   | <b>BID SECURITY/EARNEST MONEY DEPOSIT (EMD) (Refer clause no.16 of ITB)</b>       | : | Domestic Bidders – Rs 2,50,000/- (Rupees Two Lacs Fifty Thousand only)<br>Foreign Bidders - USD 3840/- (US Dollar Three Thousand Eight Hundred Forty only) or equivalent INR.              |

|        |  |   |  |   |  |
|--------|--|---|--|---|--|
| (viii) | <b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>                               | : | <b>Sl No.</b>  | <b>Description</b>  | <b>Remarks</b>   |
|        |  |   | (a)  | Pre-bid Meeting date & time   | 29.03.2018 at 1130 Hrs. IST  |
|        |  |   | (b)  | Venue of Pre-Bid Meeting  | APGDC OFFICE, Door No. 70-14-5/1, Siddarth Nagar, Near RTO office, Kakinada-533001, East Godavari Dist Andhra Pradesh, India |
|        |  |   | (c)  | Format for raising queries including pre-bid meeting queries if any | Refer Format-F-18 attached at Forms & Format enclosed at ITB Section –III of bid document                                    |
| (ix)   | <b>ELIGIBLE BIDDERS (REFER ITB CLAUSE NO.02)</b>                               | : | Refer ITB Clause no.2 for bidders eligibility for bidding against the tender in detail |   |  |
| (x)    | <b>BEC CRITERIA AND BID EVALUATION</b>   | : | Refer Section-II of enclosed bid document  |   |  |
| (xi)   | <b>DUE DATE &amp; TIME OF BID-SUBMISSION</b>                                   | : | <b>23.04.2018 up to 14:00 Hrs.IST</b>  |   |  |
| (xii)  | <b>DATE AND TIME OF UN-PRICED BID OPENING</b>                                  | : | <b>23.04.2018 at 15:00 Hrs. IST</b>  |   |  |
| (xiii) | <b>VALIDITY OF OFFER</b>   | : | The offer should remain valid for not less than 3 months from the bid opening date     |   |  |
| (xiv)  | <b>DELIVERY SCHEDULE, DELIVERY PERIOD &amp; CONTRACT PERIOD</b>                | : | Refer Special Condition of Contract Section-V of bid document                          |   |  |
| (xv)   | <b>PRS(PRICE REDUCTION SCHEDULE ) IF ANY FOR DELAY IN SUPPLY/ MOBILIZATION</b> | : | Refer Special Condition of Contract/GCC Section-V/IV of bid document                   |   |  |

|         |  |   |
|---------|--|---|
| (xvi)   | <b>SECURITY DEPOSIT (SD)/<br/>CPBG(CONTRACT<br/>PERFORMANCE BANK<br/>GUARANTEE)</b>  | : SD/CPBG @10 % of Order value is to be submitted within 30 days from the date of notification of Award.<br><br>For Domestic Bidders –CPBG/SD shall be on order value excluding taxes & duties<br><br>For Foreign Bidders - CPBG/SD shall be on FOB Order value<br><br>In case if there is any extension of Warranty period then the validity of BG is to be extended beyond 3 Months of extended Warranty Period whichever is later as per tender conditions |
| (xvii)  | <b>PAYMENT TERMS</b>   | : Refer Special Condition of Contract Section-V of bid document   |
| (xviii) | <b>CONTACT DETAILS FOR<br/>CLARIFICATION/<br/>PRE-BID MEETING QUERIES<br/>IF ANY</b> | : Ms. V. Srinivasulu, DGM (C&P)<br><br>Hand Phone: +91- 9756603608<br>Email: <a href="mailto:vsrinivasulu@gail.co.in">vsrinivasulu@gail.co.in</a>   |

**Note:**

- (a) For manual tender : In case of the days for Pre-Bid Meeting, Bid Submission & Un-Priced Bid Opening date specified above happens to be a holiday in GGPL, the next working day shall be implied.
- ~~(b) For e-tender : In case of the days for Pre-Bid Meeting & Un-Priced Bid Opening date specified above happens to be a holiday in GAIL, the next working day shall be implied. However Bid Submission date will remain unchanged if not intimated/extended.~~

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

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

- ~~i) Demand Draft /Banker Cheque towards Tender fee~~
- ~~ii) EMD/Bid Security in Original~~
- ~~iii) Power of Attorney~~
- ~~iv) Integrity Pact in Original~~



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- 5.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GGPL's website <http://www.godavarigas.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 8.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GGPL's web site shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- ~~11.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.~~
- 12.0 GGPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
Godavari Gas Private Limited

V. Srinivasulu  
Dy. General Manager (C&P)  
e-mail ID: [vsrinivasulu@gail.co.in](mailto:vsrinivasulu@gail.co.in)  
Ph no.: +91-9756603608





Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**CUT – OUT SLIP**

**DO NOT OPEN**

**DO NOT OPEN - THIS IS A QUOTATION**

*Bid Document No.* : .....

*Description* : .....

*Due Date & Time* : .....

*From:*

*To:*

|       |  |
|-------|--|
| ..... | Dy. General Manager (C&P)                    |
| ..... | APGDC OFFICE,                                |
| ..... | Door No. 70-14-5/1,                          |
| ..... | Siddarth Nagar, Near RTO office,             |
| ..... | City: Kakinada- 533001, East Godavari Dist., |
|       | Andhra Pradesh, India                        |

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

**SECTION-II**

**BID EVALUATION**

**CRITERIA &**

**EVALUATION**

**METHODOLOGY**

**BIDDER'S ELIGIBILITY CRITERIA, EVALUATION & AWARD**  
**METHODOLOGY:**

**1. BID EVALUATION CRITERIA:**

**1.1 TECHNICAL BEC:**

- (a) The Bidder must be manufacturer of Natural Gas Diaphragm Meters, in support of the same and as a proof the Bidder must submit certificate for their manufacturing facility issued by a reputed Inspection / testing agency such as CEIL/ Lloyds/ BV/ DNV/ TUV/ ABS/ Moody/ SGS/ GLI/ Velosi / FCRI / DVGW or equivalent, for fabrication, assembly and testing of Natural Gas Meter (s).
- (b) The Bidder must have supplied at least 1350 nos. in a single order Natural Gas Diaphragm Meters type G 1.6 in last seven years reckoned from bid opening due date. As a proof of supply the Bidder must submit the copies of the purchase order and inspection report/inspection release note/Invoice.
- or
- (c) The Bidder must be manufacturer or Indian subsidiary / authorized supplier of foreign manufacturer (having manufacturing unit outside India) of Natural Gas Diaphragm Meters. In support of same and as proof (a) the manufacturing facility of the foreign manufacturer (having manufacturing unit outside India) from which the quoted Natural Gas Meters to be supplied, shall be certified by a reputed Inspection / testing agency such as CEIL/ Lloyds/ BV/ DNV/ TUV/ ABS/ Moody/ SGS/ GLI/ Velosi / FCRI / DVGW or equivalent, for fabrication, assembly and testing of Natural Gas Meter (s). The Bidder must submit the relevant certificate issued by the aforementioned agency and copies of the purchase order and inspection report/inspection release note.

In case, the foreign manufacturer (having manufacturing unit outside India) does not sell his products directly as a matter of their corporate policy, they may submit their bid through Indian authorized supplier. In such case Indian authorized supplier may submit offer as "Bidder" subject to fulfilling the following criteria:

- I. Manufacturer shall have the prime responsibility of providing unconditional guarantee/warranty and after sales support to the purchaser. A confirmation by the manufacturer to this effect shall be submitted along with the bid.
  - II. The bidder shall furnish an authority certificate from the manufacturer confirming the bidder's status as their authorized supplier. The authority certificate shall be valid up to the completion of tenure of the order in accordance with the bid document.
  - III. The bidder shall furnish from manufacturer, a certificate indicating that the manufacturer as a corporate policy does not quote directly and their material are quoted through authorized supplier only.
- (d) The Bidder must have supplied at least 1350 nos. in a single order Natural Gas Diaphragm Meters type G 1.6 in last seven years reckoned from bid opening due date. As a proof of supply the Bidder must submit the copies of the purchase order and inspection report/inspection release note/Invoice.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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

**1.2 FINANCIAL CRITERIA**

- a) The annual turnover of bidder In at least one of the preceding three financial years should be as under :

**For Indian Bidders** : INR 62.00 Lakhs

**For Foreign Bidders** : US \$ 95,400

- b) The Net Worth of the bidder should be positive as per the last audited financial statement.

- c) The bidder should have minimum working capital as under as per the last audited financial statement:

**For Indian Bidders** : 12.00 Lakhs

**For Foreign Bidders** : US \$ 18,500

Note: If the bidder's working capital is inadequate, the bidder should supplement the same with a letter from bidder's bank, having net worth not less than Rs. 100 Crores or US\$ 25 million, confirming the availability of line of credit to meet the specified working capital requirement.

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

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

**2.3 Documents required authentication of documents:**

The Bidder shall furnish documentary evidence in respect of Work Order and Completion Certificate, copies of Annual Report including audited balance sheets and Profit & Loss Account etc. along with the Bid to establish meeting Bid Evaluation Criteria as above.

**(a) Authentication of document(s) submitted in support of Technical Criteria of Bid Evaluation Criteria (BEC):**

All document(s) in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the Bidder shall necessarily be certified / attested as under:

**For Indian Bidders:** Duly certified/attested by Chartered Engineer and Notary Public with legible stamp

**For Foreign Bidders:** Duly certified/attested by Chartered Engineer Licensed Professional Engineer/EurEta Registered Engineer/ Eur/Ing or Equivalent Registered Engineer of bidder's country with legible stamp.

Further supporting documents pertaining to technical BEC should also be certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidders country. However, member countries of Hague Convention 1961, supporting documents pertaining to technical BEC certified by Apostle of Bidders country shall also be acceptable.

**(b) Authentication of document(s) submitted in support of Financial Criteria of Bid Evaluation Criteria (BEC):**

All document(s) in support of Financial Criteria of Bid Evaluation Criteria (BEC) to be furnished by the Bidder shall necessarily be certified / attested as under:

**Indian Bidder:**

The bidder shall submit "Details of Financial Capability of Bidder" in prescribed format (i.e Format –A) duly signed and stamped by Chartered accountant.

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

**Foreign Bidder**

Shall submit Details of financial capability of bidder in prescribed format (i.e Format –A) duly signed and stamped by a Chartered Accountant

Further copy of audited annual financial statement submitted in bid shall be certified true copies, duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC certified by Apostle of bidder's country shall be acceptable.

**3.0 EVALUATION AND COMPARISON OF BIDS:**

**3.1** Evaluation shall be done on the overall quoted price for the entire scope of supply under the complete SOR.

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## **SECTION-III**

# **INSTRUCTION TO BIDDERS**

**SECTION-III**

**INSTRUCTION TO BIDDERS**

**INDEX**

**[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BID FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

**[B] TENDER DOCUMENT:**

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

**[C] PREPARATION OF BID:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT (EMD)
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. MODE OF PAYMENT

**[D] SUBMISSION OF BIDS:**

21. SUBMISSION, SEALING AND MARKING OF BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

**[E] BID OPENING AND EVALUATION:**

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT /COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. PACKING, MARKING & SHIPPING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES
45. DISPUTE RESOLUTION
46. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS.
47. REPEAT ORDER
48. PERMANENT ESTABLISHMENT CLAUSE (APPLICABLE FOR FOREIGN BIDDER ONLY)
49. PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT
50. QUARTERLY CLOSURE OF THE CONTRACT
51. PROVISION FOR STARTUPS

**[G] ANNEXURES:**

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTORS/ CONSULTANTS
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: BIDDING DATA SHEET (BDS)
5. ANNEXURE-V: PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS/ IMPORTED MATERIALS
6. ANNEXURE-VI: POLICY FOR PURCHASE PREFERENCE LINKED WITH LOCAL CONTENT (PP-LC)



**INSTRUCTIONS TO BIDDERS [ITB]**

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation to offer (the "**Tender Document /Bid Document**") issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the "**Supplier/Seller**") shall complete delivery of Goods along with its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.

**2 ELIGIBLE BIDDERS**

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

If the Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the '**Contract / Purchase Order**'), the same has to be promptly informed to GGPL by the Bidder.

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is put on 'Holiday' by GAIL, GAIL GAS or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per Clause No. 39 of ITB.

2.3 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Purchaser during the preparatory stages of the work or of the project of which this Tender Document forms a part of or
- (ii) that has been hired (proposed to be hired) by the Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 **Power of Attorney:**

- For Single Bidder:

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

- For Consortium / Joint Venture:

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

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

**3 BID FROM "CONSORTIUM"/"JOINT VENTURE" : NOT APPLICABLE**  
(FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS))

~~3.1 Bids from Consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format F 17 clearly defining the scope and~~

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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~~responsibility of each member. Members of Consortium/ JV shall assume responsibility jointly & severally. The Earnest Money Deposit / Bid Security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.~~

~~3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.~~

~~3.3 The Bidder shall submit Power of Attorney as per Clause No. 2.7 of ITB in PART I of the Bid.~~

~~3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of GAIL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.~~

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

**4 ONE BID PER BIDDER**

4.1 A Bidder shall submit only 'one [01] Bid' against this Tender Document. A Bidder who submits or participates in more than 'one [01] Bid', will cause all the Bids in which the Bidder has participated to be disqualified.

4.2 Alternative Bids shall not be considered.

**5 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, document authentication charges, site visit charges and any associated charges including taxes & duties thereon. Further, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**6 SITE VISIT**

6.1 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 supply/job.

- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Purchaser to enter upon its site, premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against GGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.
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### **[B] – TENDER DOCUMENT**

#### **7 CONTENTS OF TENDER DOCUMENT**

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with the Clause No. 8 & 9 of ITB, ":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria [BEC] & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]  
Annexure  
Forms & Format
- Section-IV : General Conditions of Contract – Goods [GCC]
- Section-V : Special Purchase Conditions/ Special Conditions of Contract [SCC]
- Section-VI : Technical Specifications , Drawing (wherever applicable) and scope for incidental Services (wherever applicable)
- Section-VII : Price Schedule/ Schedule of Rates

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. The Tender Document 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his Bid.

#### **8 CLARIFICATION OF TENDER DOCUMENT**

- 8.1 A prospective Bidder requiring any clarification(s) on the terms & conditions of the Tender Document may notify GGPL in writing or by fax or email in the format “F-18” at GGPL's mailing address indicated in the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the Bid Due Date in cases where pre-bid meeting is not held. GGPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. GGPL may respond in writing to the request for clarification. GGPLs response including an explanation to the query, but without identifying the source of the query will be uploaded on Websites as mentioned at Clause No. 2.0 (H) of IFB/ communicated to prospective bidders by e-mail/ fax.

8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

## **9 AMENDMENT OF TENDER DOCUMENT**

9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at Clause No. 2.0 (G) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.

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

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## **[C] – PREPARATION OF BID**

### **10 LANGUAGE OF BID:**

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

10.2 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 In case the bids are invited under Two Bid System, the Bid prepared by the Bidder shall comprise of the following components:

#### **11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"**

Part-I of the Bid shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents required as per 'Form F-3' and as mentioned elsewhere in the Tender Document

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

- (e) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid /SOR strictly in the format provided in the Tender Document.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Declaration regarding Holiday /Banning in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (l) Undertaking on the Letter Head of Bidder, as per the Form F-12.
- (m) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB.
- (n) EMD in original (in case of manual tendering) / ~~copy of EMD (in case of e-Tender)~~, as per Clause 16 of ITB
- (o) Integrity Pact as per Form F-20 (if applicable)
- (p) Proforma for details of Indian Agents as per Form F-21 if Agent/Consultant/Retainer/ Associate is involved
- (q) All other forms and Formats including Annexures.
- (r) Undertaking as per Form-1 by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (s) Undertaking as per Form-2 and Certification from statutory auditor as per Form-3 by bidders seeking preference under PP-LC, if applicable. In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.
- (t) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) as per clause no. 3 of ITB or as specified elsewhere in the Tender Document.
- (u) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (v) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/ Amendment/ Clarification(s).
- (w) Any other information/details required as per Tender Document

**Note:** In case of manual tendering, all the pages of the Bid must be signed by the "Authorized Signatory" as mentioned in POA submitted.

**11.1.2 PART-II: Price Bid**

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the Bid.
- iii) In case, it is observed that any of the Bidder(s) has/have offered *suo-moto* Discount/Rebate after opening of un-priced bid but before opening of price bid, such discount /rebate(s) shall not be considered for evaluation. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/ rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.2 In case the bids are invited under Manual tendering system, the Bidder shall submit bid sealed in 2 different envelopes, in following manner:

- (i) Sealed Envelope-I consisting of all the above documents mentioned at 11.1.1 herein above.
- (ii) Sealed Envelope-II consisting of the Prices to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove.

Both the envelopes shall be put in one big envelope with proper address & details (refer cut-out slip).

~~11.3 In case the bids are invited under e tendering system, Bidders are requested to refer instructions for participating in e Tendering enclosed herewith as Annexure III, Ready Reckoner for Bidders and FAQs available in e Portal and bids submitted manually shall be rejected. The Bid must be submitted on GAIL's E-Portal as follows:-~~

~~11.3.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising of all the above documents mentioned at 11.1.1 along with copies of EMD/Bid Bond, Power of Attorney and Integrity Pact (wherever applicable) should be uploaded in the private area earmarked (Tender Document) in the GAIL's e portal. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney.~~

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

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

~~Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.~~

#### ~~11.3.2 PART-II: PRICE BID~~

~~The Prices are to be filled strictly in the Price Schedule/Schedule of Rate (SOR) format of the Tender Document as per provisions mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment as per instructions provided in Annexure III (Instructions for participating in E-Tender) of Tender Document and Ready Reckoner available on GAIL's E-portal.~~

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

~~11.4 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB shall form the Bid.~~

## **12 BID PRICES**

### **12.1 Indian Bidders:**

12.1.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).
- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation up to Delivery Location and other costs incidental to delivery.

The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.

Also, GGPL reserves the right to transport the material with its own transporter.



- E) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where GGPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.

12.1.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.

12.1.3 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product, freight and on the incidental services shall be indicated in Form F-10 and the Price Schedule. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.

## 12.2 **Foreign Bidder:**

12.2.1 Bidders shall indicate the following in the Price Schedule/SOR format:

- A) Prices on the basis of FOB as well as CIF  
FOB prices shall be inclusive of all costs, insurance, taxes & duties up to FOB port of shipment.
- B) Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.

12.2.2 Foreign bidders shall include third party inspection charges of Third Party Inspection agency (i.e. BV/DNV/TUV/CEIL/LRS/ABS/AIB-Vincotte) in the country of origin, wherever applicable (for details, refer SCC). Prices quoted shall be inclusive of all applicable taxes and duties, packing & forwarding, stowing, if applicable, etc. applicable up to FOB-International Sea Port of shipment. Insurance up to FOB International Sea Port of exit is in the scope of Foreign Bidder. Insurance beyond FOB International Sea Port of exit shall be arranged by the Owner.

12.2.3 Concessional rate of Custom Duty:

- (i) The bidder must ascertain and confirm along with supporting documents in the bid, if any Customs Duty exemption/waiver is applicable to the products being supplied by him under any multi-lateral/bi-lateral trade agreement between India and bidder's country.
- (ii) The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental Customs Duty applicable, if any.
- (iii) Any Customs Duty applicability on account of any change in the bi-lateral/multi-lateral agreement shall be bidder's account.
- (iv) Documentation to be furnished for availing the exemption/waiver of Customs Duty shall be specifically listed in the Letter of Credit also as the pre-requisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

12.3 It shall be the endeavour of the Purchaser to arrange transit/marine insurance (refer BDS for details). For the purpose of arranging transit/marine insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.

12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

12.5 The delivery basis of the goods is mentioned in BDS. Delivery terms shall be interpreted as per INCOTERMS<sup>®</sup>2010 or its latest version in case of order on a foreign Bidder and as the date of LR/GR in the case of order on an Indian Bidder.

12.6 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, whatsoever.

12.7 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.9 Further, Indian Bidder shall also mention the Harmonized System Nomenclature (HSN) applicable for Goods/Items and Service Accounting Codes (SAC) applicable for incidental Services, at the designated place in Price Schedule.

**13.0 TAXES & DUTIES**

**13.1 TAXES & DUTIES IN CASE OF INDIAN BIDDER**

13.1.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GGPL's account.

Beyond the contractual delivery period, in case GGPL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

Beyond the contractual delivery period, in case GGPL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to GGPL's account.

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

13.1.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

13.1.3 With respect to clause no. 12.1.1 (C) and 12.1.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

13.1.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

13.1.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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13.1.6 Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable GGPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.

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

13.1.7 The supplier shall mention the particulars of GGPL, (place specified in BDS) on the Invoice. Besides, if any other particulars of GGPL are required to be mentioned, under GST rules/ regulations on the date of dispatch, the same shall also be mentioned on the Invoice.

13.1.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GGPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of GGPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where GGPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.1.10 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by GGPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then GGPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by GGPL.

**13.1.11 Anti-profiteering clause**

As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.

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

**13.2 TAXES AND DUTIES IN CASE OF FOREIGN BIDDER:**

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

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

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. For Foreign bidders who is not having the permanent establishment/ tax residency in India, GST (CGST & SGST/UTGST or IGST) in respect of supervisory services shall be payable by Purchaser to statutory authorities in India under reverse charge mechanism.

In case Foreign bidders who is having the permanent establishment/ tax residency in India, GST (CGST & SGST/UTGST or IGST) in respect of supervisory services shall be quoted and paid by the bidder. In such cases, all other provision w.r.t. to GST (CGST & SGST/UTGST or IGST) in respect of supervisory services shall be as per provision applicable to Indian bidder mentioned herein above.

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**14 BID CURRENCIES:**

14.1 Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.

14.2 Foreign Bidders may submit bid in the home currency of Bidder's country or US\$/GBP/EURO/ INR.

14.3 A Bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price.

14.4 Currency once quoted will not be allowed to be changed. Purchaser shall not be compensating for any exchange rate fluctuation.

**15 BID VALIDITY**

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

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

**16 EARNEST MONEY DEPOSIT (EMD)**

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

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees for Indian bidders and US Dollars/Indian Rupees for foreign bidders.

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

16.3 GGPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank in case of Indian bidder and from any reputed International Bank or Indian Scheduled Bank in case of Foreign bidder. 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]/ or its equivalent in U.S. Dollars and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by GGPL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - (iv) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

**17 PRE-BID MEETING**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process. The Bidder must submit their queries / clarifications to GGPL in the format "F-18", as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of GGPL, Govt. and GAIL's e-Portal (~~in case of e-tendering~~) and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

**18 FORMAT AND SIGNING OF BID**

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

**19 ZERO DEVIATION AND REJECTION CRITERIA**

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. GGPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, GGPL will determine the substantial responsiveness of each bid to the Tender Document pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Document without deviation(s) or exception n(s). GGPL's determination of a Bid's responsiveness is based on the content of the Bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(ies) to the Bidder(s), if required . The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

**19.2 REJECTION CRITERIA:**

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty/ Guarantee
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid



Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document.

**20 MODE OF PAYMENT**

**DOMESTIC BIDDER:**

GGPL has initiated payments electronically to Suppliers / Contractors electronically through ‘**e-banking**’. The successful bidder should give the details of his bank account as per the bank mandate form.

**FOREIGN BIDDER:**

Through an irrevocable Letter of Credit (L/C) as per payment schedule specified in Special Conditions of Contract (SCC) less Indian Agent’s Commission/Fee (as quoted by the Foreign Bidder, if applicable) to be established by Purchaser through an Indian Nationalized Bank within 30 days of acceptance of award by the Seller (unconditional acknowledgment of Fax of Acceptance) and its furnishing requisite Performance Bank Guarantee. L/C opening charges payable to the L/C opening bank shall be borne by the Purchaser. In case the Seller requires a confirmed L/C, the confirmation charges shall be borne by the Seller. Any other charges not specified herein shall be on Seller’s account.

Agency Commission (if applicable) will be paid by GGPL in non-convertible Indian currency in India (on conversion rate as applicable on the date of payment to vendor) after satisfactory completion of order. A valid registration certificate should also exist at the time of agency commission being paid directly by GGPL.

Alternatively, Payments to foreign bidder shall also be released through Cash against Documents (CAD) through bank

**[D] – SUBMISSION OF BIDS**

**21 SUBMISSION, SEALING AND MARKING OF BID**

- 21.1 In case of e-tender, Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 In case of manual tender, Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the Purchaser will assume no responsibility for misplacement or pre-mature opening of the Bid.
- 21.3 The Bid shall be addressed to the Purchaser at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

**21.5 AGENTS/CONSULTANTS/REPRESENTATIVES/RETAINERS/ASSOCIATES:**

21.5.1 GGPL would prefer to deal directly with the manufacturers/ principals abroad without involving any Indian Agent. But in case they decide to have their Agent/Consultant/Representative/Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out services to be rendered by the Agent/Consultant/ Representative/ Retainer/Associate in India.

21.5.2 In the event bidder is having Agent/Consultant/Representative/Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative /Retainer /Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/Representative/Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/Consultant/ Representative /Retainer/Associate on behalf of the bidder and also remuneration therefore provided in the price, as a separate item, quoted by the bidder to GGPL. Such remuneration/commission will be paid by GGPL in non-convertible Indian currency in India. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration /commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of GGPL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) Name, address and precise relationship between the foreign manufacturer/ principal and their Agent/Consultant/Representative/Retainer/ Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/ Consultant/Representative/ Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general fee. Bidder's quoted price shall be treated as inclusive of such commission/fee.
- (iv) Permanent Income Tax number of Agent/ Consultant/ Representative/ Retainer/ associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/Consultant/Representative /Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

21.5.3 Overseas bidder should submit bid directly. Bid sent through Agent/Consultant /Representative/Retainer/Associate will not be recognized. Agent/ Consultant /Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to download bidding documents and attend bid opening provided such as Agent/Consultant/ Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as downloading of bid documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to GGPL in advanced for scrutiny and acceptance or otherwise.

## **22 DEADLINE FOR SUBMISSION OF BID**

22.1 ~~In case of e tender, the Bid must be uploaded on GAIL's e-Portal not later than the Due Date & Time of Bid Submission specified in IFB of the Tender Documents.~~

22.2 In case of manual tender, EMD along with Bid must be submitted within the Due Date & Time of Bid submission at the address/Venue specified in the Tender Document.

22.3 GGPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 9.0 of ITB. In which case all rights and obligations of GGPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of GGPL and Govt. and GAIL's e-Portal ~~(in case of e-tendering)~~ and will be communicated to the prospective bidders.

## **23 LATE BID**

23.1 Any Bid received after the Due Date & Time of Bid submission of tenders will be treated as late bids.

23.2 ~~In case of e tender, e-tendering system of GAIL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.~~

In case of manual tender, Bid(s) received by GGPL after Due Date & Time of Bid Submission shall not be considered. Such late bids shall be returned to the Bidder within "10 days" in 'unopened conditions'. The EMD of such Bidder shall be returned along with the un-opened bid. In case of e-tendering, where the EMD /physical documents has been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## **24 MODIFICATION AND WITHDRAWAL OF BID**

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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

24.1.1 **IN CASE OF E- TENDER**

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.

24.1.2 **IN CASE OF MANUAL TENDER**

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time for Bid submission provided that the written modification/ substitution/ notice of the withdrawal is received by GGPL prior to the Due Date & Time for Bid submission.

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of GGPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.

24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

**[E] BID OPENING AND EVALUATION:**

**25 PURCHASER'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(s) or any obligations to inform the affected Bidder(s) of the ground for GGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

**26 BID OPENING**

**26.1 Unpriced Bid Opening:**

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

**26.2 Priced Bid Opening:**

26.2.1 GGPL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

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

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

**27 CONFIDENTIALITY**

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

**28 CONTACTING THE PURCHASER**

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

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

**29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

29.1 The purchaser's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Purchaser will determine whether each Bid:-

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser may require to determine responsiveness pursuant to "ITB: Clause-29.2"

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Tender Document without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) or withholding from complete acceptance of the requirement in the Tender Documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

29.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
  - i) affect in any substantial way the scope, quality or performance of the job as specified in Tender Document.
  - ii) limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The Purchaser shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the Purchaser and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

**30 CORRECTION OF ERRORS**

30.1 Bids determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be corrected by the Purchaser as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the Bid will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors. If the Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and the EMD shall be forfeited.

**31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

To facilitate evaluation and comparison, the Employer / Consultant will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only, as per following methodology.

The following methodology shall be adopted for evaluation of bids in foreign currencies considering the forward rate:

- (i) The forward rates applicable as on the expected date of delivery/ Completion shall be considered. To arrive at the forward exchange rate applicable on reference date, the following method shall be applied:

~~(a) Wherever only one time delivery is to be made against order or one-time payment is to be made after completion period of contract:~~

~~The reference date shall be the date of price bid opening plus delivery/ completion period specified in tender~~

(b) Wherever staggered delivery is to be made against order or multiple/Running Account (RA) bill payment is to be made during completion period of contract:

The reference date shall be the date of price bid opening plus arithmetic mean of staggered delivery/completion period specified in tender.

- (ii) The applicable closing forward rates of M/s Bloomberg (or other software as decided by company from time to time) for different currencies for the above reference date obtained one day prior to price bid opening shall be considered for evaluation of bids.

Where the time lag between the opening of the price bids and conducting Reverse Auction (if applicable in this tender) exceeds three months, the applicable closing forward rates for different currencies for the above reference date obtained two days prior to the date of first Reverse Auction of that tender shall be considered for evaluation of bids.

**CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:**

*Note: For conversion of currency into INR please refer clause 30 of ITB.*

*To facilitate evaluation and comparison, the GGPL will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to single currency and that will be Indian Rupees only at the Bills selling exchange rate published by the State Bank of India on one day prior to the price bid opening date. If for any reason, the SBI bills selling exchange rate on the previous day of priced bid opening is not available, than the rate as on the last available day shall be considered.*

*Evaluation of bids where bidder, inadvertently or otherwise, submits 'Price bid' with un-priced bid:*

**32 EVALUATION AND COMPARISON OF BIDS**

32.1.0 Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

32.2.0 The “Evaluated price” for the purpose of comparison of prices shall be as under:

**32.2.1 Where only Domestic bids are under comparison:**

- a. Ex-works price quoted by the bidder (including packing, forwarding, but excluding Inland Transportation to Delivery Location).
- b. (+) Inland transportation upto Delivery location and other costs incidental to delivery of goods
- c. (+) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. a and b above)
- d. (+) Other loading, if any, as specified in Tender Document
- e. (-)Tax Input credit of GST

**32.2.2 Where only Foreign Bids are under comparison:**

- a. CIF Nhavasheva price quoted by bidder including Marine freight (from Port of exit to Port of entry i.e. Nhavasheva/Mumbai) [Both FOB & CIF prices to be indicated by the bidder separately in the price schedule].
- b. (+)Other loading, if any, as specified in Tender Document

**32.2.3 Where Indian/Domestic as well as Foreign Bids are under comparison:**

**Indian/Domestic Bidders:**

- a. Ex-works price quoted by the bidder (including packing, forwarding, but excluding Inland Transportation to Delivery Location)
- b. GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. a above)
- c. (+) Other loading, if any, as specified in Tender Document
- d. (-)Tax Input credit of GST

**Foreign Bidders:**

- a. CIF Nhavasheva price quoted by bidder including Marine freight (from Port of exit to Port of entry i.e. Nhavasheva/Mumbai) [Both FOB & CIF prices to be indicated by the bidder separately in the price schedule].
- b. ~~(+) Marine Insurance @ 1% of FOB price.~~
- c. (+) Landing charges @1% of CIF Nhavasheva/Mumbai price
- d. (+) As on the unpriced bid due date, prevailing rate of Basic Customs duty and cess on (CIF Value + Landing charges).
- e. (+) Applicable IGST [currently @18% ]
- f. (+) Any other additional taxes/duties/levies (mentioned by bidder).
- g. (+)Other loading, if any, as specified in Tender Document
- h. (+) Customs clearing charges, Freight and transit insurance from customs cleared premises to GGPL’s warehouse
- i. (-)Tax Input credit of IGST



Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where GGPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) Taxes and duties as prevailing as on final date of submission of Technical (Un-priced bids) shall be considered for purpose of evaluation.

In case of a tie at the lowest bid (L1) position between two or more startup/non-startup bidders, the order/LoA will be placed on the bidder who has higher/highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department of Industrial Promotion and Policy.

### **33 QUANTITY VARIATION**

- 33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto  $\pm 5\%$  may be allowed. For such tolerance, separate amendment to Purchase Order would not be necessary.
- 33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

### **34 PURCHASE PREFERENCE**

Purchase preference to Central Government Public Sector Undertaking and Micro & Small Enterprises (MSEs) and ~~Domestically Manufactured Electronic Products (DMEP)~~ shall be allowed as per Government instructions in vogue, as applicable.

## **[F] – AWARD OF CONTRACT**

### **35 AWARD**

Subject to "ITB: Clause-29.0", GGPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as

the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

In case Indian bidder emerged as successful bidder, GGPL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]**

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by GGPL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on GGPL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. GGPL may choose to issue Notification of Award in form of detailed Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.
- 36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.
- 36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GGPL will promptly discharge his EMD, pursuant to "ITB: Clause-16".

**37.0 DISPATCH SCHEDULE**

**37.1 INDIAN BIDDER:**

- 37.1.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / GGPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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37.1.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by GGPL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

37.1.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.

**37.2 FOREIGN BIDDER:**

37.2.1 Where the Seller is required under the Contract to deliver the Goods on CFR or CIF, transportation of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Seller and the for the cases where order(s) are finalized on FOB or FCA basis the transportation will be arranged by GGPL.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.2.2 It shall be responsibility of the seller to send intimation and Original Shipping Documents immediately on dispatch of the material so that necessary arrangements can be made at Destination Port. Delays on account of the same shall solely be attributable to the Supplier.

37.3 All equipments / materials are to be insured by GGPL for transit/marine risks unless specified otherwise in the purchase order, to cover the damages during the transportation etc.

Any such damage during the transportation shall be immediately notified to underwriters as well as the transporter, for further necessary action for recovery of transit damages.

For the purpose of arranging transit/marine insurance of the goods despatched / shipped, vendors are required to furnish the despatch / shipping particulars to the Insurance Company giving complete details of despatches along with Policy No. etc.

**38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

38.1 Within 30 days of the receipt of the notification of award/ FOA from GGPL, the successful Bidder shall furnish the Contract Performance Security/Security Deposit (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the order value as specified in Notification of Award is less than INR 5 Lakh or its equivalent in U.S. Dollars (exclusive of GST).

38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. For the purpose of CPS, Contract/Order Value shall be exclusive of taxes and duties to be reimbursed by Purchaser as per provision of contract.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores/or its equivalent in U.S. Dollars) and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as three months beyond the Warranty/ Guarantee Period specified in Tender Document.

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

38.4 Further, the bidder can submit CPBG on line through issuing bank to GGPLL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. In such cases confirmation will not be sought from issuing banker by GGPL.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevision Policy document is available on GAIL Gas's website (<https://gailgas.com>).

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other

grounds as mentioned in GAIL GAS's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL to such Bidder/Supplier.

The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier has been banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL, such decision of GGPL shall be final and binding on the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSE) (applicable for Indian bidder)**

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods, works and services from MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender Document participating Micro and Small Enterprises quoting price within the price band of 'L1 + 15%' shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the order value. In case of more than one such MSE(s), the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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

- a) Documentary evidence that the Bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

- 40.4 If against an order placed by GGPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from GGPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

**41 PACKING, MARKING & SHIPPING INSTRUCTIONS**

- 41.1 The Seller, wherever applicable shall after proper painting, pack and crate all goods for sea/air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.
- 41.2 Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Annexure-V to ITB herewith.
- 41.2 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-
- Vehicle/Equipment etc. should be brought to site in good conditions.
  - Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
  - Valid operating/driving license of driver/operator
  - Any other requirement mentioned elsewhere in Tender Document

**42 VENDOR PERFORMANCE EVALUATION**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

**43. MENTIONING OF PAN NO. IN INVOICE/BILL (APPLICABLE FOR INDIAN BIDDER)**

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

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

**44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISES**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator

shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**45 DISPUTE RESOLUTION**

**(ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

- 45.1 GAIL Gas Limited has framed the Conciliation Rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules is made available on GAIL Gas’s web site <https://gailgas.com> for reference. Unless otherwise specified, the matters where decision of the GAIL Gas is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2013..
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules..
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s) /issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action..
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and GAIL Gas Limited Conciliation Rules, 2013. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS (APPLICABLE FOR INDIAN BIDDER)**

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

47 **REPEAT ORDER**

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

48 **PERMANENT ESTABLISHMENT (PE) W.R.T. FOREIGN BIDDERS**

Foreign bidders must submit (along with their bid) the following particulars which are required to be furnished by GGPL to Income Tax Department for complying with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Certificate of having No Permanent Establishment / No Business Connection in India (Format F-24A).
- (ii) In case the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependent Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by GGPL, the address of the Fixed Place PE or name & address of the Dependent Agent is to be provided.
- (iii) Deemed Permanent Establishment: Whether by carrying on activities in relation to its engagement by GGPL, the non-resident constitutes an Installation / Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence
- (iv) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by GGPL are attributable to such PE or not with reasons thereof
- (v) Non-resident's complete address in the country of residence along with Local Contact No. with ISD Code and E-Mail ID of concerned person.
- (vi) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), details of the same



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- (vii) Country of tax residence of the non-resident supported by a Tax Residency certificate (TRC) issued by the Government of country or specified territory to the effect that the person named therein is a resident of that country or specified territory along-with Form 10F, if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA).
- (viii) If it is not possible for the non-resident to obtain & submit Tax Residency Certificate to GGPL within a reasonable time, the bidder should furnish Form No. 10F along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the TRC to GGPL before 30 days of submission of first Invoice by them or within 3 months from the date of entering into the contract whichever is earlier.
- (ix) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

Bidders should note that if there is any delay in submission / non-submission of information / documents required as above within the specified time, GGPL will be constrained to deduct tax as per Income Tax Act, 1961. In case, tax liability is to be borne by GGPL as per purchase / work order terms & conditions, any additional tax liability due to delay in submission / non submission of information / documents required as above shall be recovered from the supplier / contractor / consultant.

**TAX INCIDENCE:**

- a) If bidder insists at the time of bidding that Tax Liability is to be borne by GGPL, then the bidder's total quoted prices shall be suitably loaded by equivalent amount for evaluation purpose (depending upon the status of Foreign Vendor based on the documents submitted by them at the time of bidding) and WHT Certificate will be issued.
- b) In case bidder agrees to bear the WHT as per the provision of Income Tax Act 1961, no loading on quoted prices towards WHT will be done. The WHT will be deducted from their payments due to them and WHT certificate will be issued as per IT Act. .

If the bidder wants to avail the benefit of DTAA, then they have to submit the Tax Residency Certificate (TRC) issued by Government or Specified Authority of that country and Form 10F as per the proforma at Format F-24B.

- c) Bidders should note that any delay in submission of TRC, Form 10F or PE information within specified time OR any subsequent change in TRC, Form 10F or PE status after submission of bid, may lead to deduction of tax at higher rate than at which it would otherwise have been deducted. Such additional tax liability shall be recovered from the supplier/contractor/ consultant



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

49. **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)**

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure VI to ITB herewith.

50. **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY REFER BDS)**

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

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

51. **PROVISIONS FOR STARTUPS [APPLICABLE FOR INDIAN BIDDERS ONLY] (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity/group/item/part wise (as the case may be), as per tender document.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

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

**A Definitions:**

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency” in this Annexure.

A.6 “Appellate Authority” shall mean Committee of Directors of GGPL consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority of GGPL, who is competent to take final decision for Suspension of business dealing with an Agency( ies) and Banning of business dealings with Agency(ies) and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

**B.2 Irregularities noticed after award of Contract**

**(i) During execution of Contract:**

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

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

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

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

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

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

Further, the CPBG/CPS submitted by Agency against such Order(s) /Contract(s) shall be forfeited.

**(iii) After expiry of DLP/ Warranty/Guarantee Period**

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

**B.2.2 Period of Banning**

The period of banning of agencies indulged in Corrupt/Fraudulent/Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

| <b>S. No.</b> | <b>Description</b>  | <b>Period of banning from the date of issuance of Banning order</b>   |
|---------------|---|---|
| 1             | Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.<br>For example, if an agency confirms not being in holiday/ banning list of PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.  | 02 years  |
| 2<br>2.1      | Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices<br>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:<br>(v) Repeated once<br>(vi) Repeated twice or more | 03 years<br><br>7 years (in addition to the period already served)<br>15 years (in addition to the period already served) |
| 3             | Indulged in unauthorized disposal of materials provided by GGPL   | 7 years   |
| 4             | If act of vendor/ contractor is a threat to the National Security   | 15 years  |

**C Effect of banning on other ongoing contracts/ tenders**

- C.1 If an Agency is put on Banning, such agency should not be considered in ongoing tender(s)/future tender(s).
- C.2 However, if such an Agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 after opening of price (Part-II), EMD submitted by the Agency shall be returned; the offer of the Agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same Tender Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

Action for suspension business dealing with any Agency(ies) shall be initiated by Corporate C&P Department, GGPL when :-

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

**D.2 Suspension Procedure:**

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, GGPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(six) months pending a conclusive decision to put the Agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the Agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the Agency is put on suspension list and (ii) why action should not be taken for banning the Agency for future business from GGPL.

The Competent Authority to approve the suspension will be same as that for according approval for banning.

**D 3 Effect of Suspension of business:**

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

- D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.
- D.3.2 If an Agency is put on the Suspension List during tendering process:
- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. If the Agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of GAIL, GAIL GAS or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.



**F. Appeal against the Decision of the Competent Authority:**

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

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

1.0 **OBJECTIVE**

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

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

2.0 **METHODOLOGY**

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

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) **Measurement of Performance**

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

iii) **Initiation of Measures:**

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

iv) **Implementation of Corrective Measures:**

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

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

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

**3.1 FOR PROJECTS**

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

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

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

A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

**3.2 FOR CONSULTANCY JOBS**

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

**3.3 FOR OPERATION & MAINTENANCE**

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

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

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

A) Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**

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

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

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

(B) Where Performance rating is “FAIR”

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

**4.0 EXCLUSIONS:**

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

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

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

**5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

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

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

**6.0 EFFECT OF HOLIDAY**

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

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

6.3. Effect on other ongoing tendering process:

6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.

6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.

6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.

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

**9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.

(b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

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

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

11. In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of GGPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GGPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

Annexure-1

**GODAVARI GAS PRIVATE LIMITED  
PERFORMANCE RATING DATA SHEET [PRDS]  
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



**Instructions for allocation of marks**

1. Marks are to be allocated as under:

**1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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

**1.2 QUALITY PERFORMANCE 40 Marks**

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

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

**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

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



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

Annexure-2

**GODAVARI GAS PRIVATE IMITED  
PERFORMANCE RATING DATA SHEET [PRDS]  
(FOR O&M)**

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

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

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

**Instructions for allocation of marks (For O&M)**

1. Marks are to be allocated as under:

**1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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

**1.2 QUALITY PERFORMANCE 40 Marks**

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

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

**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

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

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**Annexure-III**

**ADDENDUM TO INSTRUCTIONS TO BIDDERS  
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

**NOT APPLICABLE**

**ANNEXURE-IV**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| ITB clause                   | Description   |            |                          |                |                          |
|------------------------------|---|------------|--------------------------|----------------|--------------------------|
| <b>A. GENERAL</b>            |   |            |                          |                |                          |
| 1.1                          | The Purchaser is: GODAVARI GAS PRIVATE LIMITED  |            |                          |                |                          |
| 1.2                          | The Invitation for Bid/ Tender is for procurement of PNG Domestic Meters for CGD project of East & West Godavari Dist, A.P  |            |                          |                |                          |
| <b>General</b>               | The Purchaser is: GODAVARI GAS PRIVATE LIMITED<br><br>The consignee details and Delivery Location (For Indian Bidders) for the goods are as under :-<br>Consignee :_Officer –in - charge, GGPL, Rajahmahendravaram<br>Delivery Location: Rajahmahendravaram East Godavari Dist, Andhra pradesh  |            |                          |                |                          |
| 3                            | Bid From a Consortium/ Joint Venture NOT APPLICABLE<br><br><table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                   | <input type="checkbox"/>  |            |                          |                |                          |
| NOT APPLICABLE               | <input type="checkbox"/>  |            |                          |                |                          |
| <b>B. TENDER DOCUMENT</b>    |   |            |                          |                |                          |
| 8.1                          | For <b>clarification purposes</b> only, the communication address is:<br>Attention: V.Srinivasulu, DGM (C&P)<br>Street Address: Door No. 70-14-5/1,<br>Floor/Room number: Siddarth Nagar, Near RTO office,<br>City: Kakinada- 533001, East Godavari Dist.,<br>Andhra Pradesh, Country: India<br>Email: <a href="mailto:v.srinivasulu@gail.co.in">v.srinivasulu@gail.co.in</a>               |            |                          |                |                          |
| <b>C. PREPARATION OF BID</b> |   |            |                          |                |                          |
| 11.1.1 (x)                   | The Bidder shall submit with its Part-I (Techno-commercial/ Unpriced bid) the following additional documents (SCC Refers):<br><br>_____   |            |                          |                |                          |
| 12                           | Additional Provision for Price Schedule/ Schedule of Rate/ Bid Price are as under: NIL  |            |                          |                |                          |
| 12.1.2                       | Whether Indian Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price : YES   |            |                          |                |                          |

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

|               |  |  |                      |
|---------------|--|--|----------------------|
|               |  | YES  | <input type="text"/> |
|               |  | NO   | <input type="text"/> |
| <b>12.2.2</b> | The Third Party Inspection shall be applicable only if there is a specific mentioning of such Inspection provisions in SCC of Tender Document.   |  |                      |
| <b>12.3</b>   | Transit/marine Insurance shall be arranged by :- SUPPLIER  |  |                      |
|               | GGPL   | <input type="text"/>   |                      |
|               | SUPPLIER   | <input type="text"/>   |                      |
|               | <p><del>In case, transit/marine insurance to be arranged by GGPL, the details of Transit/marine Insurance Policy are as under:-</del></p> <p><del>Indian Bidders:</del></p> <p><del>Foreign Bidders:</del></p> |  |                      |
| <b>12.5</b>   | Delivery basis shall be  |  |                      |
|               | Indian Bidder: FOT RAJAHMUNDRY   |  |                      |
|               | FOT/FOR Site, .....[location]  | <input type="text"/>   |                      |
|               | EX-WORKS, .....(Bidder to indication location)   | <input type="text"/>   |                      |
|               | Foreign Bidder: CIF NHAVASHEVA MUMBAI  |  |                      |
|               | CIF, .....[Sea port]   | <input type="text"/>   |                      |
|               | FOB, .....(Bidder to indicate Port/location)   | <input type="text"/>   |                      |
| <b>13.1.7</b> | Details of Buyer:  |  |                      |
|               | Consignee  | Godavari Gas Private Limited<br>Address: D. No.: 85-06-23/2,2nd Floor,<br>Above Happy Home Furniture Shop,<br>40th Ward, Morumpudi Junction,<br>Rajamahendravaram – 533103.<br>email: info@godavarigas.in<br>Phone: +91 0884-2354907 |                      |
|               | GST No.  |  |                      |
|               | PAN No.  |  |                      |
| <b>15</b>     | The bid validity period shall be 3 (Three) months from final 'Bid Due Date'.   |  |                      |



|  |  |            |                          |                |                          |
|--|--|------------|--------------------------|----------------|--------------------------|
| 16.1   | In case ' <b>Earnest Money / Bid Security</b> ' is in the form of ' <b>Demand Draft</b> ', the same should be favor of <b>Godavari Gas private Limited</b> , payable at Rajahmahendravaram   |            |                          |                |                          |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>     |  |            |                          |                |                          |
| 18   | [In addition to the original of the Bid, the number of copies required is one].<br>Not applicable in case of e-tendering.  |            |                          |                |                          |
| 22   | The E-Tender No. of this bidding process is: _____   |            |                          |                |                          |
| 22.2 and 4.0 of IFB                          | For <b>bid submission purposes</b> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Purchaser's address is :<br>Attention: V.Srinivasulu, DGM (C&P)<br>Street Address: Door No. 70-14-5/1,<br>Floor/Room number: Siddarth Nagar, Near RTO office,<br>City: Kakinada- 533001, East Godavari Dist.,<br>Andhra Pradesh, Country: India<br>Email: <a href="mailto:v.srinivasulu@gail.co.in">v.srinivasulu@gail.co.in</a>   |            |                          |                |                          |
| 26   | <b>The bid opening shall take place at:</b><br>APGDC OFFICE<br>Street Address: Door No. 70-14-5/1,<br>Floor/Room number: Siddarth Nagar, Near RTO office,<br>City: Kakinada- 533001, East Godavari Dist.,<br>Andhra Pradesh, Country: India<br>Email: <a href="mailto:v.srinivasulu@gail.co.in">v.srinivasulu@gail.co.in</a>   |            |                          |                |                          |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |  |            |                          |                |                          |
| 32   | Evaluation Methodology is mentioned in Section-II.   |            |                          |                |                          |
| <b>F. AWARD OF CONTRACT</b>                  |  |            |                          |                |                          |
| 37   | The following designated authority shall be contacted after receipt of Notification of Award for all contractual matters :-<br>V Srinivasulu, DGM (C&P)  |            |                          |                |                          |
| 38   | Contract Performance Security (CPS)/ Security Deposit : Applicable<br><table border="1" data-bbox="448 1626 1110 1778" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table><br>If applicable, the value/ amount of Contract Performance Security/ Security Deposit<br>(i) <del>Procurement of Goods except Rate Contracts: SD/CPBG @ 10% of Order/ Contract Value within 30 days of FOA/ notification of award</del><br>(ii) <del>Rate Contract for procurement of Goods: SD / CPBG @ 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.</del> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                                   | <input type="checkbox"/>   |            |                          |                |                          |
| NOT APPLICABLE                               | <input type="checkbox"/>   |            |                          |                |                          |

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

|                              |   |            |                          |                |                          |
|------------------------------|---|------------|--------------------------|----------------|--------------------------|
|                              | <p style="text-align: center;"><i>OR</i></p> <p><i>Initial security deposit (ISD) @ 2.5% of Total Order / Contract value in case contract period is less than one year or 2.5% of Annualized Order / Contract value in case contract period is more than one year within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract value in case contract period is less than one year or 10% of Annualized Order / Contract value in case contract period is more than one year.</i></p> <p>Order value as mentioned above will be exclusive of GST.</p> |            |                          |                |                          |
| 40                           | <p>Whether tendered item is non-split able or not-divisible : NO</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>  | YES        | <input type="checkbox"/> | NO             | <input type="checkbox"/> |
| YES                          | <input type="checkbox"/>  |            |                          |                |                          |
| NO                           | <input type="checkbox"/>  |            |                          |                |                          |
| 50                           | <p>Quarterly Closure of Contract: Not Applicable</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>   | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                   | <input type="checkbox"/>  |            |                          |                |                          |
| NOT APPLICABLE               | <input type="checkbox"/>  |            |                          |                |                          |
| 51                           | <p>Applicability of provisions relating to Startups: <b>Not applicable</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>   | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                   | <input type="checkbox"/>  |            |                          |                |                          |
| NOT APPLICABLE               | <input type="checkbox"/>  |            |                          |                |                          |
| 6.1 of Annexure-V (B) to ITB | <p>The Port Consignee details shall be as under:-</p> <hr/> <p>Port Consignee (in case of foreign bidder):</p>  |            |                          |                |                          |
| 6.2 of Annexure-V (B) to ITB | <p>GGPL Banker's Details:</p> <p>CANARA BANK<br/>INDUSTRIAL FINANCE BRANCH,<br/>NEAR OLD MLA QUARTERS,<br/>HYDERGUDA - 500029<br/>SWIFT code: CNRBINBBIFH,<br/>Ph. No. : 040 23436919<br/>E-mail : <a href="mailto:managercb2423@canarabank.com">managercb2423@canarabank.com</a></p>   |            |                          |                |                          |

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

|                            |   |            |                          |                |                          |
|----------------------------|---|------------|--------------------------|----------------|--------------------------|
| <b>SCC</b>                 | <b>MODE OF SHIPMENT: SEA</b><br><table border="1" data-bbox="448 349 1110 501"> <tr> <td data-bbox="448 349 783 423">SEA</td> <td data-bbox="783 349 1110 423"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="448 423 783 501">AIR</td> <td data-bbox="783 423 1110 501"><input type="checkbox"/></td> </tr> </table>  | SEA        | <input type="checkbox"/> | AIR            | <input type="checkbox"/> |
| SEA                        | <input type="checkbox"/>  |            |                          |                |                          |
| AIR                        | <input type="checkbox"/>  |            |                          |                |                          |
| <b>Clause no.38 of GCC</b> | <b>Fall Clause : APPLICABLE</b><br><table border="1" data-bbox="448 609 1110 761"> <tr> <td data-bbox="448 609 783 683">APPLICABLE</td> <td data-bbox="783 609 1110 683"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="448 683 783 761">NOT APPLICABLE</td> <td data-bbox="783 683 1110 761"><input type="checkbox"/></td> </tr> </table>   | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE                 | <input type="checkbox"/>  |            |                          |                |                          |
| NOT APPLICABLE             | <input type="checkbox"/>  |            |                          |                |                          |
| <b>Clause no.26 of GCC</b> | <b>Price Reduction Schedule for Delayed delivery</b><br><p>The following provision is added in the referred clause of GCC:</p> <p>“In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum upto 5% of the total order value. The PRS shall be applicable in the same way where individual release order against ARC shall be taken as independent order.”</p> |            |                          |                |                          |

**ANNEXURE-V**

**(A) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR INDIGENOUS MATERIALS**

**1.0 General**

- 1.1 This specification forms an integral part of the relevant Purchase Order, in addition to the specifications, drawings and instructions explicitly listed in the Purchase Order.
- 1.2 Seller shall strictly comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the Seller of his responsibilities and any loss arising out of non-compliance shall be to supplier's account.

**2.0 Project/Job**

Name of Purchaser, Project/Job location and some other relevant information are as per Bid document/Annexure.

**3.0 Packing**

- 3.1 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.
- 3.2 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.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 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.
- 3.5 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.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silicagel or similar dehydrating compound.
- 3.8 All pipes shall be packed as under:
- a) Upto 50mm NB in Wooden cases/crates.
  - b) Above 50mm NB and upto 100mm NB in Bundles and the bundles should be strapped at minimum three places.
  - c) Above 100mm NB in loose.

Individual cases/bundles must contain the pipes of same size and length. Ends should be capped.

- 3.9 Pipes with threaded or flanged ends shall be protected with suitable caps/covers before packing.
- 3.10 Detailed packing list in waterproof 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.
- 3.11 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.
- 3.12 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.

**4.0 Marking**

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

PURCHASER: GODAVARI GAS PRIVATE LIMITED

PROJECT/PLANT:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs      Gross Wt.....Kgs.

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

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

Seller's Name.....

- 4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.
- 4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

4.4 In case of bundles/bags or other packages, wherever marking cannot be stencilled, the same shall be embossed on metal or similar tag and wired securely at two convenient points.

## **5.0 Shipment**

5.1 Despatch 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 despatch 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.

## **5.2 Despatch by Road**

- (a) 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.
- (b) 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, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to GGPL/PMC EIC (respective Project Site).

## **5.3 Despatch by Rail**

5.3.1 The SELLER shall be responsible for:

- (a) Despatch by the shortest possible route. The Seller shall as far as possible, despatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks. Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of GGPL/PMC.

### **5.3.2 As "SMALLS"**

When the materials that are ready do not make up a wagonload by weight/volume or for minimum freight payable for a wagon the despatch should be affected as "smalls".

Seller should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Resident / Visiting Inspector, EIC (concerned Site) PMC for monitoring their movement.

### **5.3.3 As Wagon Loads**

Consignments, though of lesser weight, but otherwise constituting a “wagon load” by volume should be despatched as “wagon load” paying the freight applicable to a minimum wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I)

When consignments call for full wagon(s), indents should be placed with the Railway Station concerned after predetermining accurately the type and number of wagons required. In case of covered wagons, it should be ensured that the same are watertight. If a particular type of wagon is in short supply, request should be made to the Railway Authorities to supply the next suitable type of wagon. Suitable packing in the wagon shall be done, wherever necessary, to ensure maximum safety of the material in transit.

When ODC packages are involved, the Seller shall apply to the Railway Authorities with loading sketches showing overall dimensions and the wagon proposed to be utilised sufficiently in advance for obtaining movement sanction and to establish firm transportability. Copies of all such correspondence together with loading sketches should be sent to PMC ODC packages shall be loaded, packed and lashed strictly in accordance with the Railway Regulations. Should there be any delay/difficulty in obtaining the required wagon(s), the Seller shall inform GGPL /PMC immediately giving details of the required number of wagons, type, carrying capacity, etc. and indent number so that the matter may be taken up with the Railway Authorities concerned.

After despatch, SELLER shall obtain from the Railway Authorities, particulars of the wagon/train number, date of movement and destination junction for the particular train and furnish the same to GGPL / PMC for follow-up action on movement, as may be necessary.

After despatch of the equipment from despatching station, if movement of the wagon is held-up due to improper/loose lashing resulting in shifting of the load and consignment is required to be readjusted/refixed the vendor shall be responsible to arrange for the same as per Railway requirements. Similarly, in case some infringement in dimensions of the loaded consignment is detected by Railway Authorities after its movement from despatching station and if it is required to be corrected either by adjustment of the load or by cutting a few protrusions the same shall be arranged by vendor at their cost.

### **5.4 Shipment by Air**

Wherever Seller is instructed by Purchaser to airfreight any material, the Seller shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / E-mail, the details of airway bill number and date, flight number, number of packages etc. to EIC, GGPL / PMC (respective Project Site).

### **5.5 Destination**

The consignments should be despatched as indicated in bid document/Purchase Order.

### **5.6 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 despatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Resident / Visiting Inspector, EIC, GGPL / PMC (respective Project Site).

### **5.7 Transmission of Despatch Documents**

Seller shall, within 48 hours of the despatch of the material depending upon the payment terms of the Purchase Order, either negotiate through PURCHASER's Bankers or forward direct by Registered Post, the railway receipt/consignment note/Airway Bill to the Purchaser accompanied by the original invoices, packing lists and challans.

The Seller shall be responsible for any delay in clearance of the consignment at destination and consequent wharfage/demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill. Copies of such despatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to Purchaser's / PMC etc.

### **6.0 Transit Risk Insurance**

All equipments/materials will be insured for transit risk by Purchaser unless otherwise specified. The Insurance cover will be provided from warehouse - to - warehouse.

### **7.0 Despatch through Approved Transporters**

All materials must be despatched through Purchaser/PMC approved transporters, list of which may be obtained from the Purchaser's / PMC nearest branch/regional office.

## **(B) PACKING, MARKING, SHIPPING AND DOCUMENTATION SPECIFICATIONS FOR IMPORTED MATERIAL**

### **1. PACKING**

- 1.1. Packing shall be strong and sturdy such that it can withstand loading/unloading, pushing and crane lifting etc. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new and unless otherwise specified, shall be of packer's standard for export shipments.
- 1.2. Fragile articles should have special packing materials depending on type of materials.
- 1.3. All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage.
- 1.4. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.





**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- 1.5. All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Irons/steels angle should be provided at the place where sling markings are made to avoid damage to package/equipments while lifting.
- 1.6. All threaded fittings and pipes should be greased and provided with plastic caps.
- 1.7. Attachments and spare parts of equipments and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 1.8. All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 1.9. Wherever required equipments/materials shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them.
- 1.10. Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover. In case of bigger dia pipes and large equipments, documents contained in the envelope shall be fastened inside a shell connection with an identifying arrow sign 'Documents' applied with indelible paint.

**2. MARKING**

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

**PURCHASER: GODAVARI GAS PRIVATE LIMITED.**

**PROJECT/JOB:**

**DESTINATION:**

Purchase Order No.....

Net Wt. ....Kgs. Gross Wt. .... Kgs

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

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

Seller's Name .....

- 2.2. Letters, figures, marks etc., used for marking shall be stencil printed. Handwriting should be avoided as far as possible. Size of letters shall be optimum for each package dimension.
- 2.3. In case of bundles or other packages wherever marking can not be stencilled the same shall be embossed on metal or similar tag and wired securely at minimum two convenient points and both ends shall be suitably protected/covered. In case of loose pipes sticker of above markings should be pasted on inner wall corner of each pipe on both sides.

**3. SHIPMENT**

**3.1. BY SEA**

All shipment of materials shall be made by First class direct vessels. All shipments shall be under deck unless carriage on deck is unavoidable.

**3.4. BY AIR**

Wherever the shipments are to be effected by Air, the same shall be dispatched preferably through Air India.

**4. SHIPPING DOCUMENTATION**

4.1. All documents shall be in English Language.

**4.2. DOCUMENTS REQUIRED BEFORE SHIPMENT**

Proforma Packing Lists and sketches of Over Dimensioned Cargo should be forwarded to Purchaser/Project Division at address given at clause 6.1 below in triplicate.

**4.3. DOCUMENTS REQUIRED AFTER SHIPMENT**

The supplier shall air 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 vessel at destination Port. Copies to Port Office must be sent immediately through International Courier.

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.

- i Commercial Invoice
- ii Bill of Lading
- iii Inspection Release Note
- iv Packing List
- v Freight Memo
- vi Certificate of Origin
- vii Test Certificates (NDT reports, MTC, etc. as per MR)
- viii Certificate of Measurement and Weight

One set each of the above documents is to be sent by first class courier to Purchaser/PMC at the address given at clause 6.1 below.

In case of air shipments, two sets of non-negotiable documents consisting of Commercial Invoice (ink signed), Packing list, Certificate of Origin, Technical Literature shall be handed over to Airlines with the instructions that the same should be handed over along with cargo arrival notice and copy of Airway Bill to Destination Airport Notify party.

Suppliers to note that as per notifications issued by Civil Aviation & Central Board of Excise and Customs, Free Period for import consignments at AIR & SEA CARGO is only 48 Hrs.

In order to expedite the clearance procedure and avoid the delay in presentation of Bill of entries and demurrage charges, suppliers are advised to ensure that the above documents are forwarded well in advance before the landing and arrival of the shipment.

**4.4. BILL OF LADING**

Bill of lading shall be 'Clean on Board'. Ocean Bill of Lading be made in favour of (Purchaser) or order of the bank (and not order of the shipper) and the notify column should indicate Port Consignee/PMC at its address given at clause 6.1 below.

**4.5. 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.

**5. SHIPPING ADVICE**

5.1. Within 48 hours after shipment, the supplier shall send shipping advice by way of Fax to Purchaser/PMC at clause 6.1 below, giving particulars of the shipment, vessel's name/Airlines, Flight No. & Date on which materials actually left (and not tentative flight No. and Date), Port of Shipment, Bill of Lading No. & Date, contents in brief, Purchase Order Number, total FOB and Freight Values, number of Packages and total gross weight, ETD & ETA of vessel. In case of Air shipment through consolidation services, information must contain both Master Air Way no. & House Airway Bill no.

5.2. In case of free replacement/supply of components/parts, the supplier shall advise by Fax above dispatch particulars along with specific statement 'Free Supply' 'Value for customs purposes only'.

**6. ADDRESSES**

6.1 Consignees:

A. Project/Work center Consignee:  
*[refer BDS for Consignee Details]*

B. Consignee (for sea port/ airport of entry):  
*[refer BDS for port Consignee Details]*

6.2. Bankers:  
*[refer BDS for Bankers details]*

**7. SHORT SHIPMENTS**

7.1. Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at site / project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short packed items.

**(C) SPECIAL PACKAGING REQUIREMENTS**

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m<sup>3</sup> for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

**Annexure-VI**

**POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)**

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide O.M No: O-27011/44/2015-ONG-II/FP dated 25.04.2017 has forwarded policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas with objective to Support and boost the growth of Domestic Manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness; and boost the growth of innovation/technology of domestic manufacturing sector. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

2.0 **Eligibility:** Manufacturers/ Suppliers / service providers (as the case may be) having the Capability of meeting/ exceeding the local Content targets mentioned in the tender document.

In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) Public Procurement Policy for MSE 2012
- (b) Purchase Preference linked with Local Content

3.0 **Definition:**

(i) **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.

(ii) **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

- (iii) **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
  - (v) **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
  - (vi) **Purchase preference** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder Concerned, at the lowest valid price bid.
  - (vii) **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
  - (viii) **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country
  - (ix) **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out with in the country.
  - (x) **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
  - (xi) **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
  - (xii) **Indian Company** means a company formed and registered under the Companies Act 1956 or the Companies Act 2013.
  - (xiii) **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
  - (xiv) Target of local content for availing Purchase Preference for the tendered item in percentage is mentioned below: 20%
- 4.0 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers shall be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno commercially qualified) LC manufacturers/ service providers concerned, at the lowest valid price bid as under:-

a) **Goods:**

**If the tenders can be split (as specified in BDS)** then the order for 50% \*\* of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i. e. Non Local Content (NLC) manufacturer/ supplier not meeting the prescribed LC criteria).

However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder.

**If the tender cannot be split (as specified in BDS)** then the order shall be awarded to the eligible LC manufacturer for the entire quantity.

b) **Services/EPC Contracts (others):**

**If the tender cannot be split (as specified in BDS)** the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider.

**In case tender for services/ EPC can be split (as specified in BDS)**, then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above.

It may be noted that only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

*Note:*

- (i) *Refer BDS (Bidding Data Sheet) of ITB (Institutions to Bidders) regarding splitability of the tender*
- (ii) *\*\* If the tendered quantity cannot be divided exactly 50:50, the LC bidder will be eligible for quantity not less than 50% of tendered quantity.*
- (iii) *Bidder can refer MoP&NG website where complete policy with illustrative examples are uploaded for better clarity to bidders*

5) **Determination of LC:** The following process shall be adopted by the bidder to determine the content of LC.:-

5.1 **LC of goods**

- a) LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering; direct component (material) cost: direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

- b) The criteria for determination of the local Content cost in the goods shall be as follows:
  - i) In the case of direct component (material), based on country of origin;
  - ii) In the case of manpower, based on INR component; and
  - iii) In the case of working equipment/facility, based on the country of origin
- c) The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

#### 5.2 **LC of Services**

- a) LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- b) The total cost of service shall be constituted of the cost spent for rendering of service covering
  - i) Cost of component (material) which is used,
  - ii) Manpower and consultant cost; cost of working equipment/facility; and
  - iii) General service cost, excluding profit, company overhead cost, taxes and duties
- c) The criteria for determination of cost of local content in the service shall be as follows:-
  - i) In the case of material being used to help the provision of service, based on country of origin ;
  - ii) In the case of manpower and consultant based on INR component of the services contract;
  - iii) In the case of working equipment/facility, based on country of origin, and
  - iv) In the case of general service cost, based on the criteria as mentioned in i), ii) and iii) above.
  - v) Indian flag vessels in operation as on date.

5.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued at 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

#### 5.4 **LC of EPC contracts (others):**

- a) LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.



- b) The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- c) The spent cost above in para 5.4 (b) shall include production cost in the calculation of LC of goods as mentioned above at 5.1 and service cost in the calculation of LC of services as mentioned above at 5.2.

LC shall be calculated on the basis of verifiable data. In case of data used in the calculation of LC being not verifiable, the value of LC of the said component should be treated as Nil.

- 5.3 Relevant formats for calculation of LC is enclosed with the tender document. These enclosures are only for reference of bidders & calculation at their end. However, the bidder shall not be required to submit the calculations but only furnish the value & percentage of the local content. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not on item wise level.

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

**6) Certification and verification**

In order to avail the benefits under the policy, bidders are required to submit the following documents at the various stages of bidding:-

**6.1 At bidding stage:-**

**a) Price Break-up**

- The bidder shall provide only the value & percentage of the local content in price bids. These details shall be required at aggregate level like supply value, transport value and other heads given in the price schedule and not itemwise level as mentioned as para 5 herein above.
- Bidder must have LC in excess of the requirement specified above at clause no. 3.0 (xiv)

**b) Undertaking by the bidder.**

- The bidder shall submit an undertaking (as per Form-2) along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
- Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

**c) Statutory Auditor's Certificate:**

- The Undertaking submitted by the bidder shall be supported by a certificate (as per Form-3) from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

In case a bidder is quoting on behalf of a manufacturer, in addition to Form-2 and Form-3, the bidder is required to submit Form-4 and Form-5 to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.

**6.2 After Contract Award:-**

- a) In the case of procurement of goods and/or services and/or EPC Contracts (others) with the order value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorized representative of the company.
  - b) The verification of the procurement of goods, service or EPC contracts with the value of Rupees Five Crore and above shall be carried out by the Statutory Auditor engaged by the bidder.
- 6.3 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of GGPL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 6.4 The Local Content certificate shall be submitted along with each invoice raised. However the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 6.5 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 6.6 GGPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.
- 7) Sanctions**
- 7.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which GGPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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- 7.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the GGPL shall initiate action for banning such manufacturer/supplier/service provider as per as per GGPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 7.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 7.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.
- 8.0 Bidder to note that enclosures of PP-LC policy dated 25.04.2017 as available on MoPNG website is applicable to them for calculation of Local content of Goods. Further, formula under 1<sup>st</sup> note of enclosure-II shall be corrected i.e. factor of 100 shall be multiplies in place of division.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**FORM-1**

**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that following purchase preference to be considered:-

| Description  | Preference               |
|--|--------------------------|
| Purchase Preference (linked with local content)<br>or          | <input type="checkbox"/> |
| Purchase Preference under Public Procurement<br>Policy for MSE | <input type="checkbox"/> |

Note:

- (i) Please indicate your preference against only one policy.
- (ii) The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- (iii) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (v) The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**FORM-2**

**UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

Dear Sir

1. We, M/s \_\_\_\_\_ (*Name of Bidder*) undertake that we meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.
  
2. We, M/s \_\_\_\_\_ (*Name of Bidder*) undertake that M/s. \_\_\_\_\_ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Note:

- (i) In case the bidder is a manufacturer, then the bidder has to submit undertaking as per sl. no. 1 and strike out sl. no. 2 above.
- (ii) In case bidder is not manufacturer, then the bidder has to submit undertaking as per sl. no. 2 and strike out sl. no. 1 above.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**FORM-3**

**CERTIFICATE BY STATUTORY AUDITOR OF BIDDER TOWARDS  
MANDATORY MINIMUM LC**

**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

Dear Sir

1. “We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (*Name of the bidder*) hereby certify that M/s. \_\_\_\_\_ (*Name of the bidder*) meet the mandatory minimum Local content requirement of .....% specified in tender document quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (*Name of the bidder*).”
  
2. “We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (*Name of the bidder*) hereby certify that M/s. \_\_\_\_\_ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of .....% specified in tender document quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (*Name of the bidder*).”

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

- (i) In case the bidder is a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 1 and sl. no. 2 is to be struck out.
- (ii) In case bidder is not a manufacturer, the undertaking from statutory auditor is to be submitted as per sl. no. 2 and sl. no. 1 is to be struck out.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**FORM-4**

**UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY  
MINIMUM LC  
(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

(Name and address of authorized supplier)

SUB:

TENDER NO:

Dear Sir

We, M/s\_\_\_\_\_ (*Name of Manufacturer*) undertake that we meet the mandatory minimum Local content requirement of .....% specified in tender document for claiming purchase preference linked with local Contents under the Policy.

Place: [Signature of Authorized Signatory of Manufacturer]

Date: Name:

Designation:

Seal:

Note :

1. In case the bidder is a supplier and not a manufacturer, the above undertaking is to be submitted by the manufacturer to the bidder on their letter head.
2. Authorized Signatory of Manufacturer will be director or Company secretary.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**FORM-5**

**CERTIFICATE BY STATUTORY AUDITOR OF MANUFACTURER**  
**TOWARDS MANDATORY MINIMUM LC**  
**(IN CASE BIDDER SEEKING BENEFIT OF PP-LC)**

To,

**(Name and address of authorized supplier)**

SUB:

TENDER NO:

Dear Sir

We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (*Name of Manufacturer*) hereby certify that M/s. \_\_\_\_\_ (*Name of Manufacturer*) meet the mandatory minimum Local content requirement of .....% specified in tender document quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (*Name of the bidder*).

Name of Audit Firm:

[Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

The above undertaking is to be submitted by statutory auditor of manufacturer on their letter head in case bid is submitted by the bidder who is not a manufacturer.



**FORMS & FORMAT**

**LIST OF FORMS & FORMAT**

| <b>Form No.</b> | <b>Description</b>   |
|-----------------|--|
| F-1             | BIDDER'S GENERAL INFORMATION   |
| F-2             | BID FORM   |
| F-3             | LIST OF ENCLOSURES   |
| F-4             | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"                |
| F-4A            | PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"              |
| F-5             | LETTER OF AUTHORITY  |
| F-6             | NO DEVIATION CONFIRMATION  |
| F-7             | DECLARATION REGARDING HOLIDAY/BANNING  |
| F-8             | CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA                                       |
| F-9             | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"    |
| F-10A           | AGREED TERMS & CONDITIONS FOR INDIAN BIDDER  |
| F-10B           | AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER   |
| F-11            | ACKNOWLEDGEMENT CUM CONSENT LETTER   |
| F-12            | UNDERTAKING ON LETTERHEAD  |
| F-13            | BIDDER'S EXPERIENCE  |
| F-14            | CHECK LIST   |
| F-15            | FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT                                    |
| F-16            | FORMAT FOR CHARTERED ACCOUNTANT/CPA CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-17            | FORMAT FOR CONSORTIUM/JV AGREEMENT   |
| F-18            | BIDDER'S QUERIES FOR PRE BID MEETING   |
| F-19            | E-BANKING MANDATE FORM   |
| F-20            | INTEGRITY PACT   |
| F-21            | PROFORMA OF DETAILS OF INDIAN AGENT  |
| F-22            | FREQUENTLY ASKED QUESTIONS (FAQs)  |
| F-23            | <del>PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)</del>         |
| F-24A           | CERTIFICATE OF HAVING NO PERMANENT ESTABLISHMENT / NO BUSINESS CONNECTION IN INDIA     |
| F-24B           | PROFORMA FORM 10F  |



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s GODAVARI GAS PRIVATE LIMITED

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TENDER NO:

|    |  |  |
|----|--|--|
| 1  | Bidder Name:   |  |
| 2  | Number of Years in Operation   |  |
| 3  | Address of Registered Office   | _____<br>City: _____<br>District: _____<br><br>State: _____<br><br>PIN/ZIP : _____ |
| 4A | Bidder's address where order/contract is to be placed *  | _____<br>City: _____<br>District: _____<br>State: _____<br>PIN/ZIP : _____         |
| 4B | Address from where Goods/ Services are to be dispatched/ provided along with GST no.<br><br><i>(For Indian Bidder: In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).</i> | City:<br>District:<br>State:<br>PIN/ZIP:<br>GST No.:                               |



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

|    |  |   |
|----|--|---|
| 5  | Telephone Number of address where order is to be placed      | _____<br>(Country Code) (Area Code) (Telephone Number)  |
| 6  | E-mail address   |   |
| 7  | Fax Number   | _____<br>(Country Code) (Area Code) (Telephone Number)  |
| 8  | Website  |   |
| 9  | Name & Designation of Contact Person                         |   |
| 10 | ISO Certification, if any {If yes, please furnish details}   |   |
| 11 | Bid Currency   |   |
| 12 | Port of shipment   |   |
| 13 | Whether Supplier / Manufacturer Dealer / Trader / Contractor |   |
| 14 | Type of Material Supplies                                    |   |
| 15 | Banker's Name  |   |
| 16 | Branch   |   |
| 17 | Branch Code  |   |
| 18 | Bank Account Number  |   |
| 19 | PAN No   |   |
| 20 | Status of Firm (Indian Bidder only)                          | Proprietorship Firm/Partnership firm/ Limited/Others<br>If Others Specify: _____<br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 21 | GST No. (Indian Bidder only) (refer sl. no. 4B above)        | [Enclose copy of GST Certificate]   |



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

|    |   |  |
|----|---|--|
| 22 | Whether Micro or Small Enterprise<br>(Indian Bidder only)             | Yes / No<br><i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>   |
| 23 | Whether MSE is owned by SC/ST Entrepreneur(s)<br>(Indian Bidder only) | Yes / No<br><i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>   |
| 24 | Type of Entity<br>(Indian Bidder only)                                | Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same). |
| 25 | Whether Bidder is Startups or not<br>(Indian Bidder only)             | Yes / No<br><i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 51)</i>   |

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*\* **For Indian Bidder:** GGPLL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed.*

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



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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**E-2**  
**BID FORM**

To,

M/s GODAVARI GAS PRIVATE LIMITED

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SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Tender Document for the above mentioned Tender Document number \_\_\_\_\_ for "\_\_\_\_\_" including "Technical Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Price Schedule/Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Tender Document, including Addenda / Corrigenda Nos. \_\_\_\_\_.

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" for Amount and Validity as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a detailed Purchase Order/Contract document is prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**F-3**  
**LIST OF ENCLOSURES**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

**Dear Sir,**

We are enclosing the following documents as part of the bid:

| Sl. No. | Section, Clause No. & Description of Tender Document   | Detail(s) of Document(s) required   | Detail (s) of Document(s) submitted by the Bidder | File Name (in case e-Tender) and Total number of Pages |
|---------|--|---|---|--|
| 1.      | Section III, 11.1.1 (n) & 16.0   | Bid Security/ EMD   |   |  |
| 2.      | Section III, 16.3  | In case EMD is in form of Bank Guarantee from Banks other than the Nationalized Indian Banks, a declaration from such commercial Bank having net worth in excess of Rs. 100 Crores /its equivalent USD. |   |  |
| 3.      | Section III, 11.1.1 (m)  | Power of Attorney   |   |  |
| 4.      | Section III, 11.1.1 (p)  | Integrity Pact  |   |  |
| 5.      | Section I, 4.0   | Despatch Details of Document (Courier name and POD/tracking No.)  |   |  |
| 6.      | Section II (C)   | Documents applicable for Startup  |   |  |
| 7.      | Section II (D) (i)   | Documents against Technical Criteria of BEC   |   |  |
| 8.      | Section II (D) (ii)  | Documents against Financial Criteria of BEC   |   |  |
| 9.      | Section II (A) Note (i)  | Tax Paid Invoice /Documents (if applicable)   |   |  |
| 10.     | Section III, 2, 3.1(if applicable), 11.1.1(b) & (c) & (f) & (g) & (h) & (i) & (j) & (m) &(o) (r) & (s) & (v) | Submission of All Forms & Formats duly filled & signed  |   |  |

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

|     |                                    |   |  |  |
|-----|------------------------------------|---|--|--|
| 11. | Section III, 10.0 (if applicable), | List of Documents not in English language and its corresponding English Translation                           |  |  |
| 12. | Section III, 11.1.1(a)             | Covering Letter   |  |  |
| 13. | Section III, 11.1.1(e)             | Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning “Quoted” / “Not Quoted” |  |  |
| 14. | Section III, 11.1.1(t)             | List of consortium/ JV member(s), and Consortium Agreement (if applicable)                                    |  |  |
| 15. | Section III, 11.1.1(u)             | Complete Tender Document, its Corrigendum/ Amendment /Clarification(s)  |  |  |
| 16. | Section III, 11.1.1(w)             | A List of Additional document(s) & its enclosures   |  |  |
| 17. | Section III, 40.4                  | A List of the material from a sub-vendor  |  |  |
| 18. | Section III, 40.3 (a)              | Documentary evidence that the Bidder is a Micro or Small Enterprises  |  |  |
| 19. | Section III, 40.3 (b)              | Documentary evidence, in support of MSE is owned by SC/ST Entrepreneurs                                       |  |  |
| 20. | Section III, 40.3                  | Certification of above documents by the Chartered Accountant  |  |  |
| 21. | F-1, Point No. 20                  | Relevant certificates / Partnership Deed/ Certificate of Registration, as applicable                          |  |  |
| 22. | F-1, Point No. 19                  | Copy of PAN Card  |  |  |
| 23. | F-1, Point No. 21                  | Copy of GST Certificate   |  |  |
| 24. | F-1, Point No. 22                  | Copy of the Entrepreneurs Memorandum (EM)   |  |  |
| 25. | F-1, Point No. 25                  | Copy of Start-Up certificate  |  |  |
|     |                                    |   |  |  |

Note : Sl. No. 16-19, 22-24 are applicable for Indian bidder only.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**FORMAT F-4**

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Tender Document under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money Deposit for the amount of \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said Tender Document 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 Bidder by GGPL., the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by GODAVARI GAS PRIVATE LIMITED., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be two (02) months beyond the validity of the bid].If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. \_\_\_\_\_ on 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 \_\_\_\_\_.





Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

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**INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" BY "BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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

To,  
M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

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

**Validity of this Irrevocable: .....** (in India)

Letter of Credit (2 months beyond validity of Offer)

**Dear Sir,**

1. You are here by authorized to draw on ..... (Name of Applicant/Bidder with full address) for a sum not exceeding ..... available by your demand letter (draft) on them at sight drawn for Rs. .... accompanied by a certificate by GODAVARI GAS PRIVATE LIMITED, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
  - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
  - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to GODAVARI GAS PRIVATE LIMITED during the period of bid validity or any extension thereof duly agreed by the Bidder.
  - (iii) The Bidder, having been notified of the acceptance of its Bids,
    - (a) Fails or refuses to execute the Supply Order/Contract
    - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
    - (c) Fails to accept arithmetic corrections as per tender conditions.
  - (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No ..... for ..... (Name of Tender Document)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under: .....
6. All foreign as well as Indian bank charges will be on the account of M/s. .... (Applicant/Bidder)

FOR .....

**Authorized Signature**  
(Original Bank)

**Counter Signature**



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**F-5**  
**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' / 'Un-priced Bid Opening'  
/ 'Price Bid Opening']

Ref:  
To,  
M/s GODAVARI GAS PRIVATE LIMITED

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Date:

SUB:  
TENDER NO:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell:  
Fax:  
E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell:  
Fax:  
E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

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

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to GGPL.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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F-6

**"NO DEVIATION" CONFIRMATION**

To,

M/s GODAVARI GAS PRIVATE LIMITED

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SUB:

TENDER NO:

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

F-7

**DECLARATION REGARDING HOLIDAY/BANNING**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

**Dear Sir,**

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

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

In case it comes to the notice of GGPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to GGPL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

F-8

**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

**Dear Sir,**

If we become a successful Bidder and pursuant to the provisions of the Tender Document, award is given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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

To,  
M/s GODAVARI GAS PRIVATE LIMITED

Dear Sir(s),

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of

\_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for GODAVARI GAS PRIVATE LIMITED having registered office at *D. No.: 85-06-23/2, 2<sup>nd</sup> Floor, Above Happy Home Furniture Shop, 40<sup>th</sup> Ward, Morumpudi Junction, Rajamahendravaram - 533103* (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

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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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 Kakinada.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand





**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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**INSTRUCTIONS FOR FURNISHING**  
**"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK**  
**GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Kakinada.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**F-10A**  
**AGREED TERMS & CONDITIONS FOR INDIAN BIDDER**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION  | BIDDER'S CONFIRMATION                       |
|-----|--|---|
| 1   | Bidder's name, Vendor Code of GGPL (if any) and address<br>(FOA/Order shall be released in this name)  | Bidder's name :<br>Vendor Code:<br>Address: |
| 2.  | Please confirm the currency of quoted prices.  |   |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.   |   |
| 4.  | i) Confirm quoted prices are on FOT dispatch point basis inclusive of P&F.<br>ii) Confirm firm freight charges upto site are quoted in Price Schedule.   |   |
| 5   | Please specify the Dispatch Point  |   |
| 6.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).   |   |
| 7.  | Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.  |   |
| 8.  | Confirm that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |   |
| 9.  | Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).  |   |



**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

| <b>Sl.</b> | <b>DESCRIPTION</b>  | <b>BIDDER'S CONFIRMATION</b>   |
|------------|---|--|
| 10.        | Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.  |  |
| 11.        | a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures).<br>b) Confirm that printed terms and conditions of Bidder are not applicable.                            |  |
| 12.        | Confirm your offer is valid for 3 months from Final/Extended Due Date of opening of Techno-commercial Bids.   |  |
| 13.        | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity   |  |
| 14.        | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).  |  |
| 15.        | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable).   |  |
| 16.        | 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. |  |
| 17.        | Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ GGPL or his relative is a partner.                       |  |
| 18.        | All correspondence must be in ENGLISH language only.  |  |
| 19.        | Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.   |  |
| 20.        | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.   |  |
| 21.        | We hereby confirm that the quoted price is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.11 of ITB.  |  |
| 22.        | Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST )</b>   | CGST: ..... %<br>Plus SGST/UTGST..... %<br>Total: .....%<br>Or<br>IGST:..... % |
| 23.        | Harmonized System Nomenclature (HSN) of Supply items:<br>Service Accounting Codes (SAC) of Incidental Services (if any, refer Price Schedule):  |  |

Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| 24. | Confirm any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.   |                       |
| 25  | Confirm that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule   |                       |
| 26  | Confirm any error of interpretation of applicability of rate of <b>GST (CGST &amp; SGST/ UTGST or IGST )</b> on components of an item and/or various items of tender by bidder shall be to bidder's account   |                       |
| 27  | <p><b>Part Order:</b></p> <p>(a) Confirm acceptance to Part Order.</p> <p>(c) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p>  |                       |
| 28  | <p><b>Testing and Inspection charges:</b></p> <p>Confirm goods and services are subject to stage-wise and final Inspection by Owner / Owner's Authorized representative. Travel, Living and Personnel expenses of Owner / Authorized representative shall be borne by Owner / authorized representative.</p>  |                       |
| 29  | <p><b>Import Content:</b></p> <p>If your offer is based on certain imported raw materials required for equipment / materials offered, please specify the following:</p>   |                       |
|     | <p>(a) Confirm that quoted prices are based on Merit rate of customs duty, Educational Cess and IGST as applicable. For project procurement (if specified in BDS) the quoted prices may be based on Project rate of Import Duty, indicate Project Rate of Import Duty considered and included.</p> <p>(b) Owner's responsibility is only limited to furnishing of the necessary Certificate to obtain Essentiality Certificate from bidder's Administrative Ministry for availing the Project rate of Import Duty by the Bidder.</p> <p>(c) Indicate Merit rate of Import duty considered and included in the quoted price (as per 'a' above).</p> <p>(d) Indicate brief description / specification with itemized CIF value and country of origin of imported material (to enable owner to operate part order.).</p> |                       |



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
|     | <p>(e) Indicate classification with tariff no. under which Vendor intends to import.</p> <p>(f) Confirm prices shall be firm on account of variation in foreign exchange rate.</p> <p>(g) Owner shall not provide any import licence.</p> <p>(h) Quoted prices are after considering the input tax credit of IGST paid by the Supplier for import content.</p> <p>(i) Any upward variation due to change in Import Duty Classifications shall be absorbed by the vendor. However, any reduction in Import Duty due to change in classification shall be passed over to Owner.</p> <p>(j) Statutory variations, if any, in the rate of Import duty upto maximum period of the contractual delivery period shall be to Owner's account. If bidder has considered Import Duty other than Merit Rate of Import Duty then Statutory variation on the Import Duty shall be payable extra on the Merit rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower. Owner will not pay any variation on account of IGST.</p> <p>(k) The CIF Value(s) indicated by the vendor shall be deemed to be the maximum value(s) for the purpose of payment of variation in Import duty and/or other statutory variations, if any, thereon.</p> <p>(l) Variation in price due to Import duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.</p> |                       |

Place:  
Date:

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



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

**F-10B**  
**AGREED TERMS & CONDITIONS FOR FOREIGN BIDDER**

To,

M/s GODAVARI GAS PRIVATE LIMITED

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION                       |
|-----|---|---|
| 1.  | Bidder's name, Vendor Code of GGPL (if any) and address<br>(FOA/Order shall be released in this name)   | Bidder's name :<br>Vendor Code:<br>Address: |
| 2.  | Please confirm the currency of quoted prices.   |   |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.  |   |
| 4.  | Indicate international Seaport of Exit.   |   |
| 5.  | Confirm you have quoted prices on FOB and CIF Port of Entry in India.   |   |
| 6.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) Letter of Credit shall be opened after receipt of unconditional order acknowledgement along with Contract Performance Security.<br>iii) Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed.<br><b>OR</b><br>However, if you still insist for confirmed L/C, confirmation charges shall be borne by you, confirm. |   |
| 7.  | Confirm that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document.   |   |
| 8.  | Confirm that CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100   |   |

| <b>Sl.</b> | <b>DESCRIPTION</b>   | <b>BIDDER'S CONFIRMATION</b> |
|------------|--|------------------------------|
|            | crores/Equivalent USD and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.  |                              |
| 9.         | Confirm compliance to Delivery/ Completion Period as specified in Bid Document. Confirm Delivery/ Completion Period shall be reckoned from the date of Fax of Acceptance (FOA).  |                              |
| 10.        | a) Confirm acceptance of Price Reduction Schedule (PRS) as specified in Bid Document.<br><br>b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay (refer PRS Clause).                                |                              |
| 11.        | a) Confirm acceptance of all terms and conditions of Bid Document (all sections & enclosures).<br><br>b) Confirm that printed terms and conditions of Bidder are not applicable.   |                              |
| 12.        | Confirm your offer is valid for period specified in BDS from Final/Extended Due Date of opening of Techno-commercial Bids.   |                              |
| 13.        | Please furnish EMD/Bid Security details :<br>d) EMD/ Bid Security No. & date<br>e) Value<br>f) Validity  |                              |
| 14.        | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).   |                              |
| 15.        | Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable).  |                              |
| 16.        | 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.  |                              |
| 17.        | Confirm the none of Directors of bidder is a relative of any Director of purchaser or the bidder is a firm in which any Director of purchaser/ GGPL or his relative is a partner.  |                              |
| 18.        | All correspondence must be in ENGLISH language only.   |                              |
| 19.        | Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.  |                              |
| 20.        | All Bank charges and stamp duties payable outside India in connection with payments to be made under this Purchase Order, if placed, shall be borne by bidder. All bank charges and stamp duties payable in India shall be borne by the Purchaser. |                              |

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION |
|-----|---|-----------------------|
| 21. | Export permit/License if required shall be bidder's responsibility and any expenditure towards the same shall be borne by the bidder.   |                       |
| 22. | Prices quoted must exclude marine insurance from FOB international port of exit. However, all transit insurance charges upto FOB International port of exit must be included by vendor in quoted prices.  |                       |
| 23. | Indicate Country of origin of offered goods.  |                       |
| 24. | Confirm quoted prices include all charges towards inspection & testing of offered Goods, In the event of inspection by GGPL or its authorized representative, confirm no extra charges shall be payable to vendor.  |                       |
| 25. | <p><b>Part Order:</b></p> <p>(a) Confirm acceptance to Part Order.</p> <p>(b) Confirm any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.</p>  |                       |
| 26. | Confirm Direct offer without intermediary of an Indian Agent is submitted.  |                       |
| 27. | <p>a) In case vendor envisages that participation of Indian Agent is must, no correspondence with Indian Agent will be entertained. However, if Indian Agent are involved, the bidder shall provide reason/justification. The payments to overseas suppliers (i.e. the principals) shall be released through L/C after deducting the Indian agent's commission, if any, from the quoted prices.</p> <p>b) Indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer.</p> <p>c) Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (on conversion rate as applicable on the date of payment to Vendor) after satisfactory completion of the order. A valid registration certificate should also exist at the time of agency commission being paid directly by GGPL. Confirm acceptance.</p> |                       |
| 28. | Confirm to bear the Withholding Tax (WHT) as per the provision of Income Tax Act 1961 (please refer clause no.48 of ITB).   |                       |





Tender No.: GPL/KKD/C&P/Domestic Meter/2012/VS

| Sl. | DESCRIPTION   | BIDDER'S CONFIRMATION  |
|-----|---|--|
| 29. | Rate of applicable <b>GST (CGST &amp; SGST/ UTGST or IGST) on services in case bidder is having the permanent establishment/ tax residency in India</b> as per the provision of Income Tax Act 1961 | CGST: ..... %<br>Plus SGST/UTGST..... %<br>Total: .....%<br>Or<br>IGST:..... % |

Place:  
Date:

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



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

---

**F-11**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in GGPL who issued the Tender Document, by filling up the Format)**

To,

M/s GODAVARI GAS PRIVATE LIMITED

---

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender 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 : .....



Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS

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**F-12**

**UNDERTAKING ON LETTERHEAD**

To,

M/s GODAVARI GAS PRIVATE LIMITED

---

SUB:

TENDER NO:

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-13**  
**BIDDER'S EXPERIENCE**

To,

M/s GODAVARI GAS PRIVATE LIMITED

---

SUB:

TENDER NO:

| Sl. No | Description of the Supply/ Services | PO/ Contr-act No. and date | Full Address & phone nos. of Client. | Postal & nos. of Client. | Value of Contract/Order ( <i>Specify Currency Amount</i> ) | Date of Commencement | Scheduled Completion/Delivery Period (Months) | Date of Actual Completion | Reasons for delay in execution, if any |
|--------|-------------------------------------|----------------------------|--------------------------------------|--------------------------|--|----------------------|---|---------------------------|--|
| (1)    | (2)                                 | (3)                        | (5)                                  | (6)                      | (7)  | (8)                  | (9)   | (10)                      |  |
|        |                                     |                            |                                      |                          |  |                      |   |                           |  |
|        |                                     |                            |                                      |                          |  |                      |   |                           |  |
|        |                                     |                            |                                      |                          |  |                      |   |                           |  |
|        |                                     |                            |                                      |                          |  |                      |   |                           |  |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-14**  
**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

| S. No. | DESCRIPTION  | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|--|-----------|---|
| 1.0    | Digitally Signing (in case of e-Tender)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including Specification/ SCC, ITB, GCC, Price Schedule/SOR drawings, addendum (if any) |           |   |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the Bid  |           | <del>XXXXXXXXXX</del>                   |
| i      | Covering Letter, Letter of Submission  |           |   |
| ii     | Bid Security   |           |   |
| iii    | Signed and stamped original copy of Tender Document along with drawings and addendum (if any)  |           |   |
| iv     | Power of Attorney in the name of person signing the bid.   |           |   |
| V      | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company  |           |   |
| vi     | Bidders declaration that regarding, Holiday/ Banning.  |           |   |
| vii    | Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment (if applicable as per SCC) are enclosed  |           |   |
| viii   | Confirm submission of document alongwith   |           | <del>XXXXXXXXXX</del>                   |

|      |  |  |  |
|------|--|--|--|
|      | techno-commercial bid as per bid requirement.  |  |  |
| 3.0  | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)  |  |  |
| 4.0  | Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded in case of e-bid.  |  |  |
| 7.0  | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).  |  |  |
| 8.0  | Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.   |  |  |
| 9.0  | Confirm that Undertaking as per Form 1 has been submitted (applicable for MSE and PP-LC bidder).   |  |  |
| 10.0 | <p>Confirm that Undertaking as per Form 2 and statutory auditor certificate as per Form 3 have been submitted (applicable for PP-LC bidder).</p> <p>In case a bidder is quoting on behalf of a manufacturer, in addition to Form -2 (and Form-3, the bidder is required to submit Form -4 and Form-5 to be signed by the manufacturer and the statutory auditor of that manufacturer respectively.</p> |  |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-15**  
**FORMAT FOR CERTIFICATE FROM BANK FOR LINE OF CREDIT**

(To be provided on Bank's letter head)

Date:

To,  
M/s GODAVARI GAS PRIVATE LIMITED

-----  
-----  
-----

Dear Sir,

This is to certify that M/s ..... (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for GGPL's RFQ/Tender no. .... dated ..... for .....(Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the bidder) for at least an amount of Rs./USD \_\_\_\_\_

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



**F-16**  
**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

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

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

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

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

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

***\*Refer Instructions***

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

Name of Audit Firm:  
 Chartered Accountant/CPA  
 Date:

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

**Instructions:**



1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
  - (i) **Annual Turnover** shall be “Sale Value/ Operating Income”
  - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
  - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

**F-17**  
**FORMAT FOR CONSORTIUM/JV AGREEMENT**  
**(ON NON- JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**CONSORTIUM/JV AGREEMENT**

**NOT APPLICABLE**

F-18

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
M/s Godavari Gas Private Limited  
Sub :  
Tender No :

| SL. NO. | REFERENCE OF TENDER DOCUMENT |          |            |         | BIDDER'S QUERY | GGPL'S REPLY |
|---------|------------------------------|----------|------------|---------|----------------|--------------|
|         | SEC. NO.                     | Page No. | Clause No. | Subject |                |              |
|         |                              |          |            |         |                |              |

**NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.**

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_

**F-19**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

(Applicable for Indian Bidder only)

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

I/We hereby authorize GODAVARI GAS PRIVATE LIMITED to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GODAVARI GAS PRIVATE LIMITED responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

**INTEGRITY PACT (F – 20)**

**NOT APPLICABLE**

**F-21  
PROFORMA FOR DETAILS OF INDIAN AGENT**

To,  
M/s Godavari Gas Private Limited.

---

TENDER NO:

Dear Sir,

Following are the details of Indian agent/ consultant/representative:

| S. No | Description  | Bidder's response |
|-------|--|-------------------|
| 1.    | Name & address of agent / consultant / representative in India.  |                   |
| 2.    | The precise relationship between the bidder and their agent/consultant/representative in India.  |                   |
| 3.    | The mutual interest which the bidder and Agent / Consultant / Representative in India have in the Business of each other.  |                   |
| 4.    | Any payment which the Agent / Consultant / Representative in India or abroad receives from the bidder whether as a commission for the contract or as a general retainer fee. |                   |
| 5.    | Permanent Income Tax Account number of Agent / Consultant / Representative in India.   |                   |
| 6.    | Permanent Income Tax account of bidder in his country and also in India, if applicable   |                   |
| 7.    | All services to be rendered by the Agent / Consultant / Representative.  |                   |
| 8.    | Bidder to confirm copy of agreement with their Indian Agent is enclosed in unpriced bid.   |                   |

SEAL AND SIGNATURE OF BIDDER

Note: Aforementioned information's need to be supported with necessary documents.

## F-22

## FREQUENTLY ASKED QUESTIONS (FAQs)

| SL.NO. | QUESTION  | ANSWER   |
|--------|---|--|
| 1.0    | Can any Bidder quote for subject Tender?                              | Yes. A Bidder has to meet Bid Evaluation Criteria given under Section II of Tender Document in addition to other requirements.   |
| 2.0    | Should the Bid Evaluation Criteria documents be attested?             | Yes. Please refer Section II of Tender Document  |
| 3.0    | Is attending Pre Bid Meeting mandatory.                               | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0    | Can a bidder submit more than 1 offer?                                | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.  |
| 5.0    | <del>Is there any Help document available for e Tender?</del>         | <del>Yes. Refer Annexure III to Instructions to Bidders of Tender Document and FAQs as available on GAIL E-Tender portal.</del>  |
| 6.0    | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.  |
| 7.0    | Are there are any benefits available to Start-Ups?                    | Refer Clause No. 51 of Instructions to Bidders of Tender Document.   |

All the terms and conditions of Tender remain unaltered.

**PREFERENCE FOR DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS  
[DMEP]**

**NOT APPLICABLE**



F-24A

**FORMAT OF DECLARATION BY SELLERS WHO DO NOT HAVE A PE IN INDIA**

**We, the beneficiary, hereby confirm as follows:**

1. We are resident of a \_\_\_\_\_ (Contracting State) in accordance with the provisions of Article 4 of the Convention between the Government of the \_\_\_\_\_ (Contracting State) and the Government of the Republic of the \_\_\_\_\_ (Other Contracting State/ India) for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income (“Treaty”) and are eligible to claim relief under the provisions of the Treaty including Article 5.
2. Till 31 March ....., we did not have a permanent establishment in India as contemplated under Article 5 of the Treaty respectively. Further, up to 31 March ....., we have no intention to have a fixed base or permanent establishment in the \_\_\_\_\_ (Other Contracting State/ India) within the meaning of Article 5 of the Treaty respectively.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORMAT OF DECLARATION BY THE SELLER REGARDING NO BUSINESS CONNECTION IN INDIA**

**This is to certify that.....(Name of the entity) a company in .....(Country) having its registered office at ..... (Address of company)**

1. Is a tax resident of .....; and
2. Till 31 March ....., we did not have a business connection or fixed base in India as per the provisions of Indian Income Tax Act, 1961. Further, up to 31 March ....., we have no intention to have a business connection or fixed base in India.

We further undertake to notify your good office immediately if there is a change in the facts or status of our company in relation to being or operating a business connection of fixed base as stated herein above.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-24B**  
**FORM NO. 10F**

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I.....\*son/daughter of Shri.....in the capacity of .....(designation) to provide the following information, relevant to the previous year.....\*in my case/in the case of .....for the purpose of sub-section (5) of \*section 90/section 90A:-----

| <i>Sl.No.</i> | <i>Nature of information</i>   | <i>Details#</i> |
|---------------|--|-----------------|
| (i)           | Status (individual; company, firm etc.) of the assessee  |                 |
| (ii)          | Permanent Account Number (PAN) of the assessee if allotted   |                 |
| (iii)         | Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)  |                 |
| (iv)          | Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident |                 |
| (v)           | Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable   |                 |
| (vi)          | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable   |                 |

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of .....(name of country or specified territory outside India)

Signature.....

Name:.....

Address:.....

Permanent Account Number:.....

**Verification**

I \_\_\_\_\_ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the .....day of .....

\_\_\_\_\_

**Signature of the person providing the information**

Place: \_\_\_\_\_

**Notes:**

1. \*Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

**SECTION-IV**

**GENERAL CONDITION OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT (GOODS)**

**INDEX**

| <u>Article</u> | <u>Title</u>  |
|----------------|---|
| 1.             | Definitions   |
| 2.             | Seller to inform  |
| 3              | Application   |
| 4.             | Country of origin                                       |
| 5.             | Scope of Contract                                       |
| 6.             | Standards   |
| 7.             | Instructions, direction & correspondence                |
| 8.             | Contract Obligations                                    |
| 9.             | Modification in Contract                                |
| 10.            | Use of Contract Documents & Information                 |
| 11.            | Patent Rights, Liability & Compliance of Regulations    |
| 12.            | Performance Guarantee                                   |
| 13.            | Inspection, Testing & Expediting                        |
| 14.            | Time Schedule & Progress Reporting                      |
| 15.            | Delivery & Documents                                    |
| 16.            | Transit Risk Insurance                                  |
| 17.            | Transportation  |
| 18.            | Incidental Services                                     |
| 19.            | Spare Parts, Maintenance Tools, Lubricants              |
| 20.            | Guarantee   |
| 21.            | Terms of Payment  |
| 22.            | Prices  |
| 23.            | Subletting & assignment                                 |
| 24.            | Time as Essence of Contract                             |
| 25.            | Delays in the Seller's Performance                      |
| 26.            | Price Reduction Schedule for Delayed delivery           |
| 27.            | Rejections, Removal of rejected equipment & replacement |
| 28.            | Termination of Contract                                 |
| 29.            | Force Majeure   |
| 30.            | Resolution of disputes/arbitration                      |
| 31.            | Governing Language                                      |
| 32.            | Notices   |
| 33.            | Taxes & Duties  |
| 34.            | Books & Records   |
| 35.            | Permits & Certificates                                  |
| 36.            | General   |
| 37.            | Import License  |
| 38.            | Fall clause   |
| 39.            | Publicity & Advertising                                 |
| 40.            | Repeat Order  |
| 41.            | Limitation of Liability                                 |

## **1 Definitions**

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

- 1.1 **BIDDER** : Designates the individual or legal entity which has made a proposal, a tender or a bid with the aim of concluding a Contract with the PURCHASER.
- 1.2 **CONTRACT** shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 1.3 **CONTRACT PRICE** shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.4 **COMPLETION DATE** shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.5 **COMMERCIAL OPERATION** shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.6 **DELIVERY** terms shall be interpreted as per INCO TERMS 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 at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.9 **FINAL ACCEPTANCE** shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.10 **GOODS** shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.11 **INSPECTOR** shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.
- 1.12 **INITIAL OPERATION** shall mean the first integral operation of the complete equipment covered under the Contract with sub-systems and supporting equipment in service or available for service.
- 1.13 **PURCHASER/ OWNER/GGPL** shall mean **GODAVARI GAS PRIVATE LIMITED (GGPL)** having its registered office at *D. No.: 85-06-23/2, 2<sup>nd</sup> Floor, Above Happy Home Furniture Shop, 40<sup>th</sup> Ward, Morumpudi Junction, Rajamahendravaram - 533103, Andhra Pradesh* (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 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**

- 2.1.1 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 2 (two) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.
- 5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant 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 shall remain property of PURCHASER or its assigns and are subject to recall by PURCHASER The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.

- 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.
  - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER
  - c. All communications including technical/commercial clarifications and/or comments shall be addressed to PURCHASER and shall always bear reference to the CONTRACT.
  - d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
  - e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading/LR, etc.

## **8 Contract Obligations**

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

## **9 Modification In Contract**

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

**10 Use of Contract Documents & Information**

- 10.1 The Seller shall not, without the Purchaser's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 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 may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

**12 Contract cum Performance Bank Guarantee (CPBG)**

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

The proceeds of Performance Guarantee shall be appropriated by the PURCHASER as compensation for any loss resulting from the SELLER's failure to complete his obligations under the CONTRACT without prejudice to any of the rights or remedies the PURCHASER may be entitled to as per terms and conditions of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee / Guarantee.

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

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

**13 Inspection, Testing & Expediting**

- 13.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 13.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 13.4 The PURCHASER's right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER's country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 45 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.

- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 13.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 13.11 If on receipt of this notice, PURCHASER should waive the right to witness the test, timely information will be given accordingly.
- 13.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER's cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 13.13 Nothing in Article-13 shall in any way release the SELLER from any warrantee or other obligations under this CONTRACT.
- 13.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.

**13.15 Inspection & Rejection of Materials by consignees**

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

**14 Time Schedule**

**14.1 Time Schedule Network/Bar Chart**

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

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

**14.2 14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.**

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

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

**15 Delivery & Documents**

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

**16 Transit Risk Insurance**

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

16.2 Where delivery is on FOB or CIF basis, marine insurance shall be the responsibility of the Purchaser.

Insurance Requirements:

Indigenous Bidders : Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by SUPPLIER.

Foreign Bidders : Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by GGGPL.

The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized. The Seller shall furnish the cost of materials against each equipment.

**17. Transportation**

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

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

**18 Incidental Services**

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

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 warrantee/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, if asked.

**19 Spare Parts and Maintenance Tools**

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.

**20 Guarantee**

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

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



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

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

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

## **20.2 PERFORMANCE GUARANTEE OF EQUIPMENT**

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

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

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

## **21 Terms of Payment**

21.1 The method of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.2 The type(s) of payment to be made to the SELLER under this CONTRACT shall be specified in the Special Conditions of Contract.

21.3 The SELLER's request(s) for payment shall be made to the PURCHASER in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by shipping documents submitted, and upon fulfillment of other obligations stipulated in the Contract.

21.5 Payment will be made in the currency or currencies in which the Contract Price has been stated in the SELLER's bid, as well as in other currencies in which the SELLER had indicated in his bid that he intends to incur expenditure in the performance of the Contract and wishes to be paid. If the requirements are stated as a percentage of the bid price alongwith exchange rates used in such calculations these exchange rates shall be maintained.

**General Notes:**

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
2. 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.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. 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.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.
6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. 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 alongwith invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

**22 Prices**

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

**23 Subletting & Assignment**

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

such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

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

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

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

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

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

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

## **26 Price Reduction Schedule For Delayed Delivery**

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

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 1/2% (Half percent) of the total contract price per complete week of delay or part thereof subject to a maximum of 5% (Five percent) of the total contract price.

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

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

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

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

- 27.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice Purchaser's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

## **28 Termination of Contract**

- 28.1 Termination for Default
  - 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
    - A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
    - B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and
    - C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.
  - 28.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 28.1.1, the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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 GODAVARI GAS PRIVATE LIMITED. 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 GODAVARI GAS PRIVATE LIMITED. to such VENDOR.

**28.2 Termination for Insolvency**

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

**28.3 Termination for Convenience**

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

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

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

**29 Force Majeure**

29.1 Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, 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 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 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 nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

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

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

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

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

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

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 (GODAVARI GAS PRIVATE LIMITED) 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.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

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

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

Seller may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

- 30.5 GAIL GAS LTD has framed the conciliation rules 2013 in conformity with supplementary to Part – III of the Indian Arbitration and conciliation act 1986 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL GAS's web site [www.gailgasonline.com](http://www.gailgasonline.com) for reference. Unless otherwise specified. The matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which can not be mutually resolved within a reasonable time, all disputes shall be settled in accordance with Conciliation Rules 2010.
- 30.6 Any disputes(s)/difference(s)/issue(s) of any kind whatsoever between/ amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the afore said rules.
- 30.7 In case of any disputes(s)/difference(s)/issue(s), a Party shall notify the other Party(ies) in writing about such a disputes(s) / difference(s) / issue(s) between b / amongst the Parties and the such a Party wishes to refer the disputes(s)/difference(s)/issue(s) Conciliation such invitation for Conciliation shall contain sufficient information as to the disputes(s)/difference(s)/issue(s) to enable the other Party(ies) to be fully informed as to the nature of the disputes(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 30.8 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceeding.

- 30.9 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she send the invitation, or within such other period of time as specified in the invitation. He/she may elect to treat this as a rejection of the invitation to conciliation. If he/she so elect, he/she shall inform the other Party(ies) accordingly.
- 30.10 Where invitation for Conciliation has been furnished, the parties shall attempt to settle such disputes(s) amicably under part-III of the Indian Arbitration and Conciliation Act 1996 and **GAIL GAS Limited Conciliation Rules, 2013**. It would be only after exhausting the option of Conciliation as an Alternate Disputes Resolution Mechanism that the parties hereto shall go for Arbitration. For the purpose of this clause. The option of 'Conciliation' shall be deemed to have been exhausted even in case of rejection of 'Conciliation' by any of the Parties.
- 30.11 The cost of Conciliation proceeding including but not limited to fees for Conciliation(s), Airfare, Local Transport, Accommodation, Cost towards conference facility etc. shall be borne by the parties equally.
- 30.12 The Parties shall freeze claim(s) of interest, if any and shall not claim the same during the pendency of Conciliation proceeding. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date Settlement Agreement.

**31 Governing Language**

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

**32 Notices**

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

**33 Taxes & Duties**

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



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

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

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

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

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

#### **36 General**

- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions  
Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER in connection with the contract execution shall be recoverable from the SELLER.
- 36.3 Recovery of sums due  
All costs, damages or expenses which the PURCHASER may have paid, for which under the CONTRACT SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.

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

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

36.5 Cut-off Dates

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

36.6 Paragraph heading

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

**37 Import License**

31.7 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 Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations<sup>162</sup> including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

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

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

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

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

**39 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 qty. 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.

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**SECTION-V**  
**SPECIAL CONDITION OF**  
**CONTRACT**

## SPECIAL CONDITION OF CONTRACT

### 1.0 **GENERAL:**

- 1.1 The following article shall supplement the General conditions of Contract. Where any portion of the General Conditions of Contract and Instruction to Bidders is repugnant to or at variance with any provisions of the Special conditions of contract, then unless a different intention appears, the provision (s) of the Special Conditions of Contract shall be deemed to override the provision (s) of General Conditions of Contract to bidders, only to the extent that such repugnancy of variations in the Special Conditions of Contract as are not possible reconciled with the provisions of General Condition of Contract to Bidders.
- 1.2 Other terms and conditions will be applicable as specified elsewhere as “**General Condition of Contract**” in the tender document.
- 1.3 All specifications shall be as per technical specifications provided at Annexure-A

### 2.0 **DELIVERY SCHEDULE & CONTRACT PERIOD:**

The following tentative delivery schedule (on ‘CIF’ basis for Foreign bidders and ‘F.O.T. Rajahmundry’ basis for Indigenous bidders) is applicable for this tender. GGPL reserves the right to modify the qty./lot given below at the time of placement of order (without changing the lead time for delivery).

The contract is valid for period of one year for the date of order.

The delivery period shall be 6-8 weeks from the date of sub order and each lot will be 3,000 Nos. The delivery period is inclusive of inspection period by GGPL/GGPL approved Third party Inspection Agency.

Vendor shall intimate at least 7 days before for inspection to GGPL

#### A) **For FOREIGN BIDDERS:**

On ‘FOB basis’ for FOREIGN BIDDERS

***For order on ‘CIF Nhavasheva’ basis, date of Bill of Lading shall be considered as date of delivery and the same shall be considered for calculation of PRS (lot wise delivery value)***

#### B) **For DOMESTIC BIDDERS**

***For domestic Sellers, Date of receipt of material at site shall be considered as date of delivery and the same shall be considered for calculation of PRS (lot wise delivery value)***

#### **For both Foreign and Domestic bidders:**

- a) For supply of subsequent lots, dispatch advice/intimation with minimum 6 weeks’ notice shall be given to seller by e-mail/fax/separate delivery order. However, date of dispatch advice/intimation for final lot will not exceed 12 months from the date of issuance of order.

- b) The above lot size is indicative only and both the delivery schedule, quantity per lot and nos. of lots shall be determined/ adjusted according to the requirement at the time of placement of order or as per requirement of plant from time to time.
- c) Total qty. to be ordered shall be adjusted according to the nearest total tendered qty. of 3000 Nos based on the offered lot size of bidder.

**3.0 CONTRACT PERIOD:**

The contract period shall be of 12 months from the date of issue of Fax of Acceptance (FOA)/purchase order whichever is earlier. i.e within this period GGPL can issue dispatch advice to Seller. In case full contract quantity is not executed within Contract period, in such situation Contract period can be extended for a period of 3 (THREE) months at same rate, terms and condition at the sole discretion of GGPL.

**4.0 GUARANTEE / WARRANTY & REPLACEMENT:**

the warranty period shall be 12 months from the date of installation or 18 months from the date of delivery.

**5.0 COMPATIBILITY WITH AMR**

Domestic Meters to be supplied with a provision to upgrade/convert these meters for implementation of AMR system (MIU) as mentioned in the Technical Specification.

**5.0 PAYMENT TERMS:**

**(A) Foreign Bidders-** 100% of the lot value through DP at sight / CAD against presentation of required Original Shipping Documents in Purchaser's bank drawn under & in accordance with the terms of the order/tender. All bank charges outside India to Supplier's account and in India to GGPL's account.

Purchaser's Bank details:

CANARA BANK  
INDUSTRIAL FINANCE BRANCH,  
NEAR OLD MLA QUARTERS,  
HYDERGUDA - 500029  
SWIFT code: CNRBINBBIFH,  
Ph. No. : 040 23436919  
E-mail : [managercb2423@canarabank.com](mailto:managercb2423@canarabank.com)

**(B) Domestic Bidders-** For accepted quantity, 100% payment shall be made within 30 days of receipt of goods at site.

**MENTIONING OF PAN NO. IN INVOICE/BILL BY DOMESTIC BIDDER:**

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

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

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement”.

**6.0 FIRM & FIXED PRICES:**

The price quoted by the bidders shall remain **FIRM** and **FIXED** till complete execution of order/contract period, whichever is earlier. Non-submission of FIRM & FIXED prices is a ‘REJECTION CRITERIA’ of tender.

**7.0 INSPECTION / CERTIFICATE:**

Necessary inspection & material test certificates as per Technical Specifications (Annexure A) and inspection Release to be provided as a part of dispatch documents.

**INSPECTION / DOCUMENTS**

Inspection shall be carried out as per GGPL technical specification.

The Vendor shall deploy the Third Party Inspection Agency for carrying out Stage wise / final inspection and issue the Inspection release note for dispatch of materials. GGPL representative / Third party Inspection agency approved by GGPL reserves the rights to inspect (Stage wise / Final) at vendors’ works, if need arises.

Vendor shall submit inspection requirement (Quality Assurance Plan) approved data sheet / drawings and submit to GGPL for final approval.

Alternatively party should arrange third party inspection by agency like Lloyds, DNV, BVQI, TUV, Baxcounsel, PDIL, EIL, etc., or any other agency with prior approval of GGPL. Inspection to be carried out as per inspection plan given below

**INSPECTION PLAN IN ADD.**

- i. 5% random sample meters are to be selected from each manufacturing lot.
- ii. Visual inspection.
  - a. Checking the center-to-center distance of inlet & outlet connection.
  - b. Checking the inlet & outlet boss connection, size, threading, pressure test point, etc.
  - c. Checking the color, appearance, etc.
  - d. Checking the index of the meter.
- iii. Carry out soundness test as per specified standard.
- iv. Checking the performance like the accuracy of registration, mechanical pressure loss, mean pressure loss, etc.
- v. Verification of documents like type test certificates, Calibration certificates of the instruments & other relevant test certificates.
- vi. Even after third party inspection GGPL reserves the rights to select the sample of meters randomly from each manufacturing batch & have these independently tested for soundness, performance, accuracy, pressure drop etc. Should the results of these tests fall outside the limits specified in BS EN 1359: 1999, or Equivalent then Godavari Gas Private Limited reserves the right to reject all production supplied from the batch.

## **Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

Acceptance of equivalence in manufacturing, approval, etc is at the sole discretion of GGPL. Bidder shall specify any deviation or variations in their offer from specified standard & acceptance of such deviations / variations shall be at the sole discretion of GGPL.

Following Documents to be submitted along with technical bid:

- a. Approved certificates, against specified standard, proof / evidence certificate of equivalence, if relevant.
- b. Past performance certificate for at least one year.
- b. Details of manufacturers' quality plan, QA / QC procedure or proof of ISO certification.

### **8.0 PRICE REDUCTION SCHEDULE (For delayed delivery):**

If the SELLER fails to deliver any or all of materials within the time period specified in the Order, GGPL shall without prejudice to any other remedy(ies) under the order/contract, reduce a sum calculated on the under mentioned basis.

Price Reduction shall be applicable for supplies which are completed beyond the contractual delivery period (of a particular lot) @ ½ % of the delayed delivery value lot wise per week of delay or part thereof subject to maximum up to 5% of the order value of particular lot. The "Delayed delivery value" shall be excluding taxes and duties.

For Foreign Sellers, for order on 'CIF Nhavasheva' basis, date of Bill of Lading shall be considered as date of delivery and the same shall be considered for calculation of PRS (lot wise delivery value)

For domestic Sellers, date of receipt of material at site shall be considered as date of delivery and the same shall be considered for calculation of PRS (lot wise delivery value)

### **9.0 DISPATCH/SHIPPING DOCUMENTS:**

**Documents to be furnished with supply includes, but not limited to the following:**

- i. Performance & material test certificate, meter calibration certificate and any other relevant certificate as per Godavari Gas Private Limited requirements.
- ii. Vendor / Supplier shall submit certificate of compliance against specified standard for all meters along with the supply, and Factory Acceptance Test report (witnessed by Third Party Agency) for all meters along with the supply, approval certificates for FLP / WP / EMI suppression / temperature class and other type tests such as impact / vibration test. Vendor to submit the type approval also along with the documents.

Supplier is required to provide a test certificate covering each Meter supplied confirming the accuracy of registration in accordance with the requirements of BS EN 1359: 1999, or equivalent.



The dispatch/shipping documents shall comprise the following **in Original**:

**a) Foreign Bidders**

- (i) Invoice (in Original)
- (ii) Bill of Lading (in Original)
- (iii) Packing list (in Original)
- (iv) Certificate of Origin (endorsed/issued by concerned Chamber of Commerce) (in Original)
- (v) Certificate of Analysis (in Original)
- (vi) No PE certificate on letter head
- (vii) FALL CLAUSE CERTIFICATE
- (viii) MSDS

**b) Domestic Bidders**

1. GST Complaint Invoice (in Original)
2. Copy of LR
3. Certificate of Analysis (in Original)
4. FALL CLAUSE CERTIFICATE
5. MSDS

**10 FALL CLAUSE: APPLICABLE AS PER GCC.**

**11 PACKAGING**

The meters shall be individually boxed, and packed to prevent movement during transit. Each packaging containing meters shall carry the following stamped or written in indelible ink,  
Manufacturer name or trademark.  
Designation of Meter.  
Lot Number

**PACKING** – Material supplied shall be packed in suitable boxes/packets and shall be tagged with the following details as minimum viz,

- A.** ORDER REFERENCE
- B.** PO SL NO,
- C.** UOM,
- D.** QTY ORDERED,
- E.** MATERIAL CODE,
- F.** ITEM DESCRIPTION

**11.0 NEGOTIATION OF SHIPPING DOCUMENTS (for foreign bidders):**

- In case of negotiation of shipping documents thru bank, vendor shall negotiate the shipping documents thru Bank within 5 days of shipment for sea-shipment. In

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

case of direct documents, the vendor shall send the documents to GGPL immediately after shipment but not later than 3 days.

- As the minimum lead time for retirement of shipping documents from Purchasers' bank and it's receipt at GGGL is 10-12 days reckoned from date of receipt of the documents in Purchaser's bank, therefore, the original documents must reach Purchaser's bank *before the arrival of ship*. For any delay beyond the period stipulated above, detention charges, if accrued, shall be borne by Seller (calculated pro-rata for the delayed period of receipt of shipping documents in Purchaser's bank). In order to avoid detention charge due to delay in receipt of shipping documents in bank following provision is applicable in absence of original shipping documents for clearance of material at discharge port:
  - (i) Seller should instruct to freight forwarder at load port to inform to the discharge port to deliver the material without original Bill of lading.
  - (ii) To release surrendered Bill of lading with shipment & it will not be part of shipping document for payment.
  - (iii) To release Letter of Indemnity to freight forwarder at load port to deliver the cargo without Original Bill of lading.
- Vendor shall send non-negotiable documents thru e-mail/fax within 2 days of shipment to the concerned officials of GGPL,
- Vendor shall intimate the courier details of the original shipping documents (i.e. docket no., name of courier, consignee details etc.) to the concerned purchase officer of GGPL and GGGL's Banker thru e-mail/fax immediately after dispatch of documents.
- Correspondence address of GGPL is as follows:
  - (i) DGM (C&P)  
M/s APGDC Limited,  
Door No. 70-14-5/1,  
Siddarth Nagar, Near RTO office,  
Kakinada-533001,  
East Godavari Dist  
Andhra Pradesh, India
  - (ii) CHIEF FINANCIAL OFFICER  
Godavari Gas Private Limited  
D. No.: 85-06-23/2, 2nd Floor,  
Above Happy Home Furniture Shop,  
40th Ward, Morumpudi Junction,  
Rajamahendravaram-533103.  
email: info@godavarigas.in  
Phone: +91 0884-2354907

# **SECTION-VI**

**TECHNICAL SPECIFICATION**

**FOR**

**DOMESTIC METERS (COMPATIBLE  
FOR SMART METERING)**

**TABLE OF CONTENTS**

**S.No. Description**

- 1 ABBREVIATIONS
- 2 INTRODUCTION
- 3 SCOPE OF WORK
- 4 EXCLUSIONS
- 5 CODES AND STANDARDS
- 6 FUNCTIONAL DESIGN BASIS
- 7 MARKING & PACKAGING
- 8 GUARANTEE
- 9 TECHNICAL/COMMERCIAL EVALUATION REQUIREMENTS
- 10 QUALITY ASSURANCE
- 11 INSPECTION
- 12 DOCUMENTATION
- 13 MATERIAL REQUISITION
- 14 DATA SHEETS

## **1. ABBREVIATIONS**

|       |   |  |
|-------|---|--|
| AMR   | : | Automatic Meter Reading                      |
| AQL   | : | Acceptance Quality Level                     |
| ATEX  | : | Atmosphères Explosibles                      |
| BS    | : | British Standard                             |
| CCoE  | : | Chief Controller of Explosives               |
| DCU   | : | Data Concentrator Unit                       |
| EIC   | : | Engineer In-Charge                           |
| EN    | : | European Standard                            |
| HHU   | : | Hand Held Unit                               |
| MIU   | : | Meter Interface Unit                         |
| MOP   | : | Maximum Operating Pressure                   |
| PESO  | : | Petroleum and Explosives Safety Organization |
| PNGRB | : | Petroleum and Natural Gas Regulatory Board   |
| QAP   | : | Quality Assurance Plan                       |
| RF    | : | Radio Frequency                              |
| RoHS  | : | Restriction of Hazardous Substances          |
| TPIA  | : | Third Party Inspection Agency                |
| WPC   | : | Wireless Planning & Coordination Wing        |

## **2. INTRODUCTION**

Technical Specifications for supply of **Diaphragm Gas Meters G 1.6** having compatibility for Smart Metering System for supplying Natural Gas to Domestic customers.

## **3. SCOPE OF WORK**

The scope of work includes design, engineering, manufacture, assembly, inspection, supply, testing, marking, packaging, handling, dispatch of Domestic Gas Meters G 1.6 and shall have the compatibility with AMR System. ~~and commissioning of the total system complete in all respects and satisfactory stable operation of the Walk-by/ Drive-by type cum Fixed/Wireless type Smart metering /Automatic Meter Reading (AMR) system including Gas Meters.~~

Supplier's scope of work shall include (unless specifically excluded) the following:-

- 3.1 Design, engineering, manufacturing, assembly, factory testing, inspection (as applicable as per bid document), marking & packaging, supply of Domestic Gas Meters (G-1.6) as per the Data Sheet ~~with smart metering system, Meter Interface unit (MIU) , hand held units/Android Mobiles with loaded APP., , data concentrator units, handling, transportation, loading/ unloading at sites/ designated store, integration of Smart metering /Automatic Meter Reading (AMR) system (i.e MIU/ Data concentrator) with existing Server/Secured Cloud Server, applicable software, etc. and providing all related services, commissioning spares.~~
- 3.2 ~~Integration and commissioning of Smart metering /Automatic Meter Reading (AMR) system (i.e. MIU/ Data concentrator / HHU & Mobile) with Server/ Secured Cloud Server, applicable software / MDM utility server of the OWNER. The Architecture/ Protocols needs to be shared with the Owner.~~
- 3.3 ~~Providing training to Purchaser's personnel pertaining to handling of meters, Meter Interface Units (MIU), handheld Units/ Android mobile, data concentrators, all associated software~~
- 3.4 ~~Supplier shall also specify and include any hardware/software which are not specially mentioned but are required to complete the integration, commissioning, functioning of Smart metering system.~~
- 3.5 The supplier shall comply with all applicable statutory regulations.
- 3.6 Sharing of protocol at all levels for implementation of Smart Metering System.
- 3.7 Supply of consumables, mounting accessories, commissioning spares, etc.
- 3.8 The bidder's scope also includes hiring of Third Party Inspection Agency (TPIA) from the list of TPIAs approved by OWNER, for inspection as per approved QAP.
- 3.9 Documentation.

#### **4. EXCLUSIONS**

Installation of the Diaphragm meter/ MIU/ DCU.

#### **5. CODES AND STANDARDS**

Unless otherwise specified, the latest editions of the standards mentioned herein this specification, including all addenda and revisions, shall apply. The vendor shall furnish (along with the technical bid) a copy of the approval documents, certificates (in English language only) for each of the offered model, for compliance to the requirements of following standards:

##### **5.1 Diaphragm Gas Meter**

1. Type Compliance Certificate - BS1359 from the notified bodies\*.
2. Meter shall conform to the applicable standard as per the notification PNGRB T4S – Annexure II Specifications for the equipment used in CGD network. Vide PNGRB notification dated 24th Nov 2016 for gas meters - Diaphragm with the British Standard – the official English language version of BS 1359 : Gas Meters – Diaphragm gas meters.
3. (\*) Notified body is a certification body that is designated by the notifying authority to carry out the tasks pertaining to the conformity assessment procedures.
4. Approval (Legal Metrology) from Weights and Measurement Department for the Gas Meters – Diaphragm gas meters.
5. All statutory compliances as applicable
6. Import license for domestic meters, as applicable for statutory compliance

##### ~~**5.2 AUTOMATIC METER READING (AMR) SYSTEM**~~

- ~~1. License from government bodies for use of free RF band.~~
- ~~2. Equipment Type Approval from concerned authorities like Wireless Planning & Coordination Wing (WPC) / WEEE / RoHS Certification for use as per the applicable codes/ statutory requirements.~~
- ~~3. For AMR Modules ATEX Certification Zone 2 PESO Nagpur certification, as per the applicable codes/ statutory requirements.~~

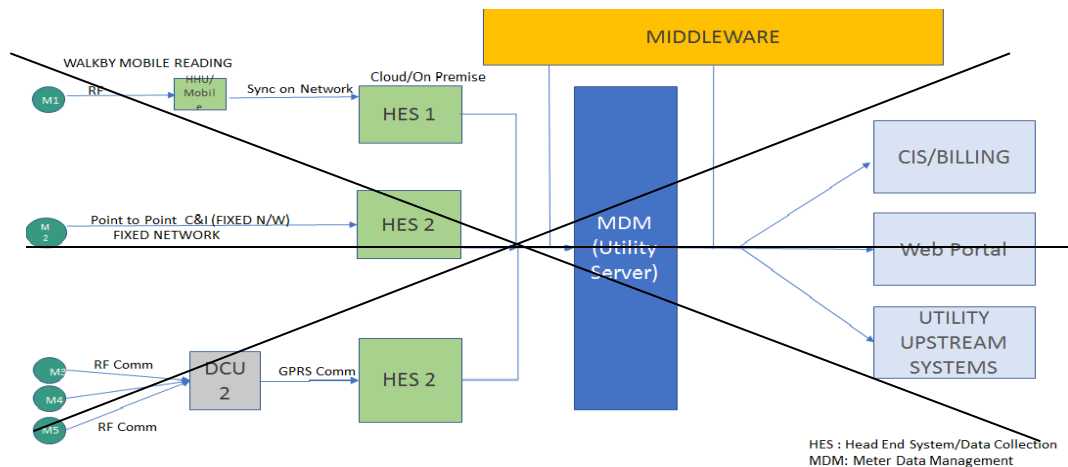
#### **6. FUNCTIONAL DESIGN BASIS**

##### **6.1 GAS METER**

1. Index shall be compatible for implementing automatic meter system.
2. The Gas Diaphragm Meter shall have pulse generating mechanism compatible to MIU. The Pulse generating Mechanism should remain unaffected by an external magnet.
3. Metering equipment shall provision for sealing to deter tampering.
4. The meters shall be supplied with all mounting accessories i.e. metal seal wire, screws, wall-mounting brackets etc. End connection shall be protected by Plastic caps.

## 6.2 AUTOMATIC METER READING (AMR) SYSTEM

1. Meter Interface Units (MIU) shall capture the pulses from the Meter Index Using Inductive/Encoder/any Other Technology that shall not get tampered by external magnet/to avoid missing pulse and deviation/ mis-match in INDEX & billing data.
2. Walk-by/ Drive-by type Smart Metering System sending data from Meter Interface Unit to a Handheld Unit/Android mobile through Radio Frequency and from Handheld Unit/Android mobile to remote server through GSM/ GPRS.
3. Fixed/Wireless type Smart Metering System sending data from Meter Interface Unit to a self-powered Data Concentrator Unit (DCU) through Radio-Frequency and from DCU to remote server through GSM/GPRS.
4. The data so accessed shall be used for billing purpose and the frequency of the same shall not exceed once a month.
5. Integration of the above MIU with the existing servers located at the OWNER's control room, with an option Secured Cloud Based Solution/Server Used. The Smart metering system shall comply to open metering system specification in order to ensure communication compatibility between Smart metering unit & server for any addition/replacement of Smart metering system units/components of other makes. Refer generic schematic of the system architecture as below for confirming the compatibility with various interfaces.:



6. Enclosure Protection of all AMR Device/ MIU/ DCU shall be suitable for installation in hazardous Area Classification Zone-2.
7. AMR Device/ MIU/ DCU shall be IP 65 or better.
8. The MIU shall be capable of storing minimum 60 days metering data.
9. The data transmission between MIU to Remote Server shall be encrypted to prevent intruder access.
10. AMR system shall provide fault alarms like "Communication failure", "Low battery", etc
11. AMR Device/ MIU/ DCU shall be Battery Powered.



## **Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

- ~~12. Vendor shall warrant that the battery provided and installed in the DCU/MIU is be free from design and manufacture defects. Minimum Battery Life shall be 10 years. Battery life shall be calculated considering per month wake up period of at least 10 days with minimum 8 hours ON time/day.~~
- ~~13. Vendors shall submit comprehensive battery life calculation considering the above functional requirements as a minimum, along with the technical bid offer.~~
- ~~14. The MIU/DCU battery (Replaceable/Non-Replaceable type) shall be encapsulated inside the unit casing to avoid tampering or to disconnect power supply.~~

### **7. MARKING & PACKAGING**

1. Each Gas Meter shall be marked in legible characters, which are permanently visible in accordance with BS 1359/ Latest.
- ~~2. Each AMP/MIU/DCU/HHU Device shall be marked in legible characters, which are permanently visible with at least the following information:~~
  - Name and logo of the Manufacturer, along with the model
  - Serial number
  - Month and year of manufacture
  - Ambient Temperature Range
  - ATEX / IP/ TYPE Approvals (as applicable)
3. Each meter shall be protected with plastic end caps on inlet and outlet.
4. The meters/ devices shall be individually boxed, packed and sealed.
5. Total Packaging system shall be such that it will not get damaged/ unintentionally opened during handling, transportation and storage.

### **8. GUARANTEE**

The devices shall be guaranteed against malfunction and degradation through corrosion or faulty workmanship as per the conditions of the Contract. OWNER also reserves the right to charge the supplier all costs incurred by OWNER for rectifying or replacing defective units within the guarantee period.

### **9. TECHNICAL/COMMERCIAL EVALUATION REQUIREMENTS**

1. The Supplier is required to submit to OWNER the details of the items to be supplied, including the manufacturing standards, model number, performance curve, accuracy specifications and meter sizing along with bid for our technical evaluation of bid. All the technical documents / catalogues, etc., to be submitted along with technical bid shall be in English Language only.
2. Any deviations from the specification should be highlighted and vendor may also quote advanced / latest models.
3. The data sheet should be filled up completely and should be enclosed with the Technical Bid.
4. Compliance with Technical Specifications will be taken for granted if deviations are not specifically

mentioned.

## **10. QUALITY ASSURANCE**

1. The Supplier will provide details of their quality assurance procedures during the assembly of the units and for final inspection following testing.
2. The Supplier shall get the QAP approved by the OWNER before the Inspection.
3. OWNER reserves the right to visit the Supplier's facilities without prior notice, and inspect test records and witness assembly and testing in progress.

## **11. INSPECTION**

1. Inspection shall be carried out as per Owner Technical Specification.
2. Owner Representative shall carry out stage wise inspection during manufacturing / final inspection.
3. Manufacture / Vendor shall furnish all the material test certificates, proof of approval / license from specified authority as per specified standard, if relevant, internal test / inspection reports as per Owner Tech. Spec. & specified code for 100% material, at the time to final inspection of each supply lot of material.
4. Manufacturer /vendor shall hire TPIA from approved TPIA list for production witnessing and testing as per approved QAP.
5. All the codes / documents shall be made available for reference of TPIA at the time of inspection.
6. Even after third party inspection, owner reserves the right to select a sample of meters randomly from each manufacturing batch & have these independently tested. Should the results of these tests fall outside the limits specified in owner technical specification, then Owner reserves the right to reject all production supplied from the batch.
7. For any control, test or examination required under the supervision of TPIA/Owner/Owner's representative, latter shall be informed in writing one (1) week in advance by vendor about inspection date and place along with production schedule.
8. ~~Equipment type approval shall be obtained for AMR from concerned authorities like Wireless Planning & Coordination Wing (WPC) / WEEE / ROHS~~
9. Review of Calibration certificates for all the measuring instruments at the time of inspection, i.e., used for checking and testing, along with the Master calibration certificate of the measuring instruments from which the instruments is calibrated.
10. All meters should be wired up and sealed properly by the manufacturer after final inspection clearance and before dispatch. Meters found in an unsealed condition will not be accepted.
11. ~~If the performance of any of the sample meter/MIU/HHU/DCU is not in compliance with the acceptance norms of the respective standards, then that lot of respective item will be rejected.~~
12. The inspection procedure (testing and reviewing procedures) shall be finalized during approval of QAP.
13. On issuance of work order, vendor should furnish QAP in line with BS 1359 in line the format as below as minimum.

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

| Sr. No. | Characteristics  | Reference standard for Test   | Acceptance Criteria   | Manufacturer's Testing |   | Owner/TPIA Scope of Testing  |   |
|---------|--|---|---|------------------------|---|--|---|
|         |  |   |   | Extent of Check        | Records   | Extent of check  | Records   |
| 1       | External Leak Tightness / External Soundness Text                          | BS EN 1359:1999, Clause 6.2.2<br>Test Pressure i.e. (0.75 barg): 1.5 Times MAOP<br>Test duration:30s after removing any trapped air | No air bubbles  | 100%                   | As per BS EN 1359:1999  | As per IS 2500 Part 1:2000, Table 2 A, AQL 1% Refer table at the end of QAP  | Joint Inspection Report signed by TPI/Owner                         |
| 2       | Accuracy testing at Qmin Flow rate (0.016 m³/h)                            | BS EN 1349:1999, Clause 5.1.2 b/c<br>Test Medium: Air<br>Test-Room<br>Temperature: 20±1°C   | Error < +/- 3%  | 100%                   | Calibration report shall be issued by manufacturer                |  | Joint Inspection Report signed by TPI/OWNER                         |
| 3       | Accuracy testing at Qmax Flow Rate (2.5 m³/h)                              | BS EN 1359:1999, Clause 5.1.2 b/c<br>Test Medium: Air<br>Test-Room<br>Temperature: 20±1°C   | Error < +/- 1.5%  | 100%                   |   |  |   |
| 4       | Accuracy testing at 0.2Qmax Flow rate (0.5 m³/h)                           | BS EN 1359:1999, Clause 5.1.2 b/c<br>Test Medium: Air<br>Test-Room<br>Temperature: 20±1°C   | Error < +/- 1.5%  | 100%                   |   |  |   |
| 5.      | Total Mean Pressure Loss (P.A.)  | BS EN 1359:1999, Clause 5.2<br>Test-Room<br>Temperature: 20±1°C   | P.A < 2 mbar  | 100%                   | Calibration report shall be issued by manufacturer for all meters | As per IS 2500 Part 1:2000, Table 2 A, AQL 1% Refer                          | Joint Inspection Report signed BY TPI/OWNER                         |
| 6       | Dimensional Inspection: End Connection Threads & Centre to center distance | ¾" NPT threading (M), center to center distance should be 110 mm (tolerance of ± 0.5 mm)  | Acceptance by Thread Ring Gauge/Die Gauge                                   | As per QMS procedure   | Compliance certificate by manufacturer                            | Table at the end of QAP  | Joint Inspection Report/Statement of compliance signed by TPI/OWNER |
| 7A      | Visual inspection  | Fascia Plate Marketing  | As per OWNER Approval/BSE N 1359 / Drawing                                  |                        |   |  |   |
| 7B      | Visual inspection  | Powder Coating Thickness (Beige Color pure polyester Powder-coating)  | As per EN 1359, Thickness at any location>40 microns.                       |                        |   |  |   |
| 7C      | Visual inspection  | Index Reading 00000.000 or above for unit of measurement  | +/-0.10m³ except meters tested during second party / third party inspection |                        |   |  |   |
| 7D      | Visual inspection  | Arrow marking   | Left to right   | 100%                   | Compliance certificate by manufacturer                            | As per IS 2500 part 1:2000, Table 2 A, AQL 1%/ Refer table at the end of QAP | Joint Inspection Report/Statement of compliance signed by TPI/OWNER |

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

|    |   |  |   |  |   |   |  |
|----|---|--|---|--|---|---|--|
| 8  | Mechanical & chemical properties of Body Casing   | As per manufacturer's MTC  | As per manufacturer's MTC   | Review of test report prepared by manufacturer             | Proper records to be maintained for each batch for casing against each meter  | Review of test report prepared by manufacturer      | Statement of compliance signed by TPI/OWNER  |
| 9. | Verification of casing thickness recorded against resistance to internal pressure test (type test report) | Verification to be done by using standard thickness measurement instrument. (tolerance of $\pm 0.05$ mm) | Thickness as per type test approval certification obtained against resistance to internal pressure test | 1 No. per each batch of casing material                    | Proper traceability of test certificates for each batch given by casing manufacturer (including batch no., manufacturer name & other relevant details) to be maintained & Meter Manufacturer to prepare report of casing thickness measured for meters verified for each batch. | 1 No. per each batch of casing material             | TPI to maintain record of the casing thickness verified of at least 1 meter & also to review the records shown by manufacturer against traceability of each casing material used for the meters & to prepare Statement of compliance signed by TPI/OWNER in line with the report prepared by Meter manufacturer. |
| 10 | Ingress Protection IP 54/ 65  | As per EN-1359   | As per EN-1359  | Type test approval to be taken from a certified laboratory | Type test approval certificate & reports  | Review of type test approval certificates & reports | Statement of compliance signed by TPIA /OWNER  |

**SINGLE SAMPLING PLAN WITH 1% AQL**

**Normal Inspection- Level 1 (As per IS 2500)**

| Sl. No. | Batch Size          | Sample Size | Acceptance Number | Rejection Number |
|---------|---------------------|-------------|-------------------|------------------|
| 1       | 2 to 500            | 20          | 0                 | 1                |
| 2       | 501 to 3 200        | 50          | 1                 | 2                |
| 3       | 3 201 to 10 000     | 80          | 2                 | 3                |
| 4       | 10 001 to 35 000    | 125         | 3                 | 4                |
| 5       | 35 001 to 1 150 000 | 200         | 5                 | 6                |

**12. DOCUMENTATION**

Following is the list of documents required to be sent to OWNER along with the first lot of smart metering system:

1. Valid Type Approval Certificate, Performance specification and test certificates, calibration certificates (100%, for each of the Meter/HHU/DCU).

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

2. Inspection Release Note by TPIA
3. GA & Construction drawings, Material specifications and technical data sheets, Testing & Inspection procedures, Approved QAPs. (In English language only)
4. Installation, Operation, maintenance, recommendations and instruction manual in detail.
5. ATEX ZONE 2/ PESO/ CCOE Valid Certificate
6. Architecture / Protocol / Softwares, etc
7. ~~Any other document required to operate the Smart Metering System successfully.~~
8. Any other relevant documents required by OWNER.

**13. MATERIAL REQUISITION**

| <b>MATERIAL REQUISITION<br/>(MR)</b> |  |             |            |
|--------------------------------------|--|-------------|------------|
| <b>Sl. No.</b>                       | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QTY</b> |
|                                      | <b>DOMESTIC GAS METERS</b>   |             |            |
| 1.0                                  | Domestic Gas Meter for Left side inlet & Right side outlet   | Nos.        | 9000       |
| 2.0                                  | <del>Hand Held Units for Walkby Smart Metering System or Android Mobile loaded with APP (as applicable).</del> | Set         | 0          |
| 3.0                                  | <del>Battery powered Data Concentrator Units</del>   | Nos.        | 0          |

## 14. DATA SHEETS

## DOMESTIC CONSUMERS

## 1. Domestic Diaphragm Gas Meter G1.6

|                       |  |   |
|-----------------------|--|---|
| General               | Service  | Natural Gas   |
|                       | Standard   | <b>BS 1359 : Diaphragm Gas Meters</b>   |
|                       | Installation   | Suitable for outdoor/Indoor Installation, tamper proof and corrosion resistant  |
| Process Conditions    | Flow/ Service  | Qmax: 2.5 m3/hr, Qmin: 0.016 m3/hr, Qty. : As per MR  |
|                       | Accuracy   | <b>As per BS 1359/ Latest:</b><br>+_3%(Q. Min. To 0.1 Q. Max.)<br>+_1.5%(0.1 Qmax. To Qmax.)  |
|                       | Rangeability   | 150:1 or better   |
|                       | Cyclic Volume  | Minimum (Vender to specify)   |
|                       | Normal Working Pressure                                      | 0.024 bar (g)   |
|                       | Max. Working Pressure  | 0.038 bar (g)   |
|                       | Design Pressure  | 0.5 bar (g)   |
|                       | Max. Allowable Pressure drop                                 | 2 mbar  |
|                       | Density Kg/Sm3   | 0.73  |
| Operating Temperature | -10°C to 45°C Design 60 °C                                   |   |
| Body                  | Case work/ Body  | Suitable for outdoor/Indoor Installation, tamper proof and corrosion resistant powder coated steel casing   |
|                       | Corrosion protection   | Suitable coating on inside and outside of casing.   |
|                       | End Connections (Two-pipe version)                           | 20 NB NPT(M) inlet and outlet conforming to ANSI B1.20.1 (Incase the end connections are differing, bidder to provide suitable adapters of Brass to meet the specified end connections) |
|                       | Fire resistance  | As per BS 1359/ Latest, applicable code   |
| Index                 | Max. Index reading   | 99999.999 Index with auto reset facility  |
|                       | Unit   | CM (Cubic meter)  |
|                       | Ingress protection   | IP 54 or better   |
| Internal              | Diaphragm  | Polyester fabric coated with rubber on either side of equipment for an endurance life cycle as per BS 1359.   |
|                       | Valve between inlet and outlet                               | NA  |
|                       | Centre to Centre distance between inlet & outlet connections | To be specified by vendor   |
|                       | Other internals  | All meter internals shall be non-metallic to prevent from tampering with magnet   |
| Others                | Leak Testing   | Meter pressurized with air at 1.5 MAOP of the meter, immersed in water for observance of leakage  |
|                       | Sealing arrangement  | Provision to be made by vendor  |
|                       | Automatic Meter Reading                                      | Index should be compatible for implementing AMR system  |
|                       | Reverse flow deterrents                                      | Reverse count restrictor to be provided.  |

**Tender No.: GGPL/KKD/C&P/Domestic Meter/2012/VS**

|          |  |  |
|----------|--|--|
| Markings | Meter shall have these Markings on the meter index | Manufacturer's name & Identification Mark  |
|          |  | Maximum Working Pressure pmax (bar)  |
|          |  | Flow Rate – Max (Qmax) & Min (Qmin) - (m <sup>3</sup> /h)                          |
|          |  | Flow Direction   |
|          |  | Nominal value of the cyclic volume, V (dm <sup>3</sup> )                           |
|          |  | Ambient temperature Range (°C)   |
|          |  | Gas temperature Range (°C)   |
|          |  | Unique Identification Code/ Serial Number & year of manufacturer                   |
|          |  | EN/MID marking in the meter  |
|          |  | Type Approval mark and number  |
|          |  | Number and date of Standard, i.e. EN 1359:1998: A1+2006                            |
|          |  | Accuracy class of the meter, e.g. Class 1.5  |
|          |  | Type approval number issued by Department of Legal Metrology (Government of India) |

**2. AMR System (for understanding the requirement & not covered in the scope of supply)**

|                               |   |  |
|-------------------------------|---|--|
| Automatic Meter Reading (AMR) | Frequency carrier   | Free bands as available  |
|                               | Communication between HHU/DCU (Battery powered) and remote Server | Through GSM/GPRS   |
|                               | Protocol  | (OPEN/Radio Communication protocol for meter reading)  |
|                               | Radiated Power  | Vendor to Specify  |
|                               | Transmitted Power   | Vendor to Specify  |
|                               | Conformity  | Equipment Type Approval (ETA) from Wireless Planning & Coordination Wing (WPC) with Test report  |
|                               | Input Pulse characteristics                                       | Inductive  |
|                               | Operating Temperature   | 0°C to 55°C Design 60 °C   |
|                               | Ingress Protection (IP)   | MIU/DCU- IP 65 or better   |
|                               | Alarms  | As mentioned in Clause 5.0 D   |
|                               | Max. Broadcast Radio Range  | Indoor: 50 Meters      Outdoor: 150 Meters   |
|                               | MIU/ HHU/ DCU Memory Capacity                                     | 60 days data Readings or better  |
|                               | Power Supply  | Self-powered by inbuilt lithium battery<br><b>MIU/DCU Battery Life:-</b> Minimum Battery Life must be 10 years (Per month wake up period of at least 10 days with minimum 8 hours ON time/day) |



## SECTION-VII

### Preamble to Schedule of Rates (SOR)

| SI No. | Description                 | : | Remarks   |
|--------|-----------------------------|---|---|
| 1      | <b><u>BID PRICES</u></b>    | : | The bidder shall submit Bid Prices on the appropriate format for "Price Schedule" enclosed as part of Bid Document.   |
| 2      | <b><u>BID CURRENCY:</u></b> | : | <b><u>BID CURRENCY:</u></b><br><br>i. Indian Bidders may submit bid in Indian Rupees or in any foreign currency and receive payment in such currency.<br><br>ii. Foreign bidders may submit bid in the home currency of bidder's country or US\$/EURO.<br><br>iii. Currency once quoted will not be allowed to be changed. GGPL shall not be compensating for any exchange rate fluctuation |
| 3      | <b><u>NOTE</u></b>          | : | For Evaluation And Comparison of Bids Refer Section-II of Tender Document   |