

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



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

OPEN DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT FOR

Procurement of 4” Dia CS Line Pipes

(TENDER NO: GGPL/C&P/PR 1000001/2021-22/05 Dated: 26.08.2021)

DATE & TIME FOR PRE-BID MEETING: 02.09.2021 at 16:00 Hrs. (IST)

**DUE DATE & TIME FOR
BID SUBMISSION**

: 16.09.2021 1400 Hrs. (IST)

DUE DATE & TIME FOR BID OPENING : 16.09.2021 1500 Hrs. (IST)

E-mail- rameshna@gail.co.in/jayasree.d@apgdc.com

Website: www.godavarigas.in

TABLE OF CONTENTS

Volume I of II

1	SECTION - I	INVITATION FOR BID CUTOUT SLIP
2	SECTION - II	BID EVALUATION CRITERIA & EVALUATION METHODOLOGY
3	SECTION – III	INSTRUCTION TO BIDDERS
4	SECTION - IV	SCOPE OF SUPPLY & SPECIAL CONDITIONS OF CONTRACT
5	SECTION - V	GENERAL CONDITIONS OF CONTRACT (GCC)
6	SECTION – VI	PRICE SCHEDULE

SECTION-I
INVITATION FOR BID
(IFB)

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: GGPL/C&P/PR 1000001/2021-22/05

Date: 26.08.2021

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR PROCUREMENT OF 4" DIA CS LINE PIPES

Dear Sir/Madam,

1.0 Godavari Gas Private Limited hereinafter called GGPL invites bids from eligible bidders for the subject Procurement, in complete accordance with the following details and enclosed tender documents.

2.0 The brief details of the tender are as under:

	NAME OF PROCUREMENT / BRIEF SCOPE OF SUPPLY	PROCUREMENT OF 4" DIA CS LINE PIPES
A	TENDER NO. & DATE	GGPL/C&P/PR 1000001/2021-22/05 Date: 26.08.2021
B	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
C	TYPE OF TENDER	OPEN DOMESTIC MANUAL TENDER
D	DELIVERY SCHEDULE	12 weeks from date of FOA/LOA whichever is earlier As per clause no. 4 of SCC
E	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	NOT APPLICABLE (Declaration has to be submitted as per F-4
F	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 26.08.2021 (14:00 Hrs, IST) to 16.09.2021 (14:00 Hrs, IST) on GGPLs Tender Website http:// www.godavarigas.in;
G	PRE-BID MEETING	02.09.2021 (16.00 Hrs, IST)
H	UN-PRICED BID OPENING	Date & time: 16.09.2021 /15:00 Hrs

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

I	CONTACT DETAILS	<p>Name : Ramesh Naik Adavath, Designation: Dy. General Manager(C&P) Phone No.: 76610129777 e-mail :rameshna@gail.co.in</p> <p>Name : D Jayasree, Designation: Asst. Manager(C&P) Phone No.: 9052526741 e-mail :jayasree.d@apgdc.com</p>
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In case of the days specified above happens to be a holiday in GGPL, the next working day shall be implied.

- 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 (D) 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 towards Tender fee (if applicable)~~
 - ~~ii) EMD/Bid Security (if applicable)~~
 - ~~iii) Power of Attorney~~
 - ~~iv) Integrity Pact (if applicable)~~
- 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 Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis (except where JV/Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply as specified in Tender Document.

- 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 the 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 Request for Quotation (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



(Authorized Signatory)

Name : A RAMESH NAIK

Designation : Dy. General Manager (C&P).

E-mail ID : rameshna@gail.co.in

Contact No. : 7661029777

DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date& Time :

From:

To:

.....
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***(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

1.0 TECHNICAL CRITERIA:

Bidders Qualification Criteria shall be as follows:

(A) Qualification criteria for manufacturing facility of Pipes:

- a) The Bidder's proposed mill(s) shall have experience in manufacturing API 5L, PSL- 2 quality line pipe. The bidder should possess API 5L certificate and a valid license to use API 5L monogram on line pipe with product specification level PSL-2 quality for the proposed pipe mill(s).

In support of the above, The bidder should submit documentary proof to establish API 5L certificate and valid license to use API monogram.

- b) The bidder must have manufactured and supplied at least 3.5 Km of minimum 4" (114.3 mm) OD line pipes with minimum Wall thickness of 6.4 mm from the proposed mill in single order as per API 5L (PSL-2) X-52 or higher Grade during the last seven years reckoned from the final due date of bid submission.

In support of the above, The Bidder has to submit Copies of Purchase Order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection release note etc. issued by the purchaser/end user. The proof of execution should have cross-reference of the purchase order.

- c) The Bidder's proposed mill(s) should be certified by a reputed international inspection agency (i.e ICS/SGS/CEIL/LLOYDS/BV/DNV /TUV/ABS/MOODY /AIB Vincotte) that the mill has capability to produce line pipes of 4" OD or higher with wall thickness of 6.4 mm or higher as per API 5L (PSL-2) X-52 or higher Grade.

In support of above, Bidder has to submit Certificate from a reputed Inspection agency which should be valid as on final due date of bid opening.

(B) Qualification criteria for pipe coating Facility:**I. In case the Bidder has own pipe coating Facility:**

- a) The Bidder must have completed line pipe coating of at least 3.5 Km of minimum 4" (114.3 mm) OD line pipes with minimum Wall thickness of 6.4 mm from the proposed plant in single order as per

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

API 5L, X-52 or higher material Grade using three layers side extruded PE (3LPE) coating during the last seven years reckoned from the final due date of bid submission.

In support of above, Bidder has to submit Copies of Purchase Order along with its proof of execution i.e. execution certificate / Completion certification / payment certificate along with invoice / inspection release note etc. issued by the purchaser/end user. The proof of execution should have cross-reference of the purchase order.

- b) The Bidder's proposed coating Plant should be certified by a reputed international inspection agency (i.e ICS/SGS/CEIL/LLOYDS/BV/DNV/TUV/ABS/MOODY/AIB Vincotte) that the plant has capability to produce coated line pipes (external and/or internal as applicable) of 4" OD or higher with wall thickness of 6.4 mm or higher as per API 5L (PSL-2) X-52 or higher material Grade.

In support of above, Bidder has to submit Certificate from a reputed Inspection agency which should be valid as on final due date of bid opening.

II. In case the Bidder doesn't have own pipe coating Facility and propose the name of the coating applicator:

- a) The bidder must have an agreement/tie up with the proposed coating applicator which is valid up to the contract period including guarantee/warranty period.

In support of the above, the Bidder has to submit the agreement/ proof of tie up.

- b) The Proposed coating applicator should meet the qualification criteria requirement stipulated under (B) I. (a) & (b) mentioned above

In support of above, Bidder has to submit documentary evidences listed under (B) I. (a) & (b).

- c) The coating applicator has to guarantee that they shall support the bidder in case the bidder becomes the successful bidder.

In support of the above, the Bidder has to submit a Commitment letter

from the coating applicator.

- d) The coating applicator has to guarantee that they stand as guarantor as the coating applicator in line with the Guarantee clause of SCC.

In support of the above, the Bidder has to submit a Guarantee certificate from the coating applicator.

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

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

Note:

- (i) A Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting 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 to meet BEC.

2.0.1 FINANCIAL CRITERIA:

- a) A. The Annual Turnover of the bidder should be at least Rs. 78.7 Lakhs in any of the preceding three financial years.
- b) The bidder must have POSITIVE Net Worth as per latest audited annual financial statement.
- c) As per the last audited financial statement, the bidder should have minimum working Capital of at least **Rs. 15.7 lakhs**. If the working capital of the bidder is less than **Rs. 15.7 lakhs**, then the bidder should supplement this with letter from bank, having net worth not less than Rs.100 crores, confirming the availability of line of credit for at least **Rs. 15.7 lakhs**.

Documents to be Submitted for Compliance of Financial BEC:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

1. Details of Financial Capability of Bidder for preceding Financial year as per Format F-16 duly attested by Chartered Accountant/ Certified Public Accountant (CPA).
2. Audited annual financial statements (balance sheet and profit & loss statements) for three preceding financial years duly certified /attested by notary public with legible stamp.

Note:

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. 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 three preceding financial years.

2.1 EVALUATION AND COMPARISON OF BIDS:

- a. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates inclusive of all taxes & duties, GST etc.
- b. Bidders are required to quote for complete scope/ quantity. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- c. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.
- d. Public Procurement Policy for Micro and Small Enterprises shall be applicable as per Govt. rules / guidelines in vogue [pursuant to relevant Clause of 40.0 of ITB].

SECTION-III
INSTRUCTION TO
BIDDERS

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. Goods and Service tax
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
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. COMPENSATION FOR EXTENDED STAY
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 INSTRUCTIONS
42. VENDOR EVALUATION PROCEDURE
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ORGANIZATIONS
45. DISPUTE RESOLUTION MECHANISM
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. PROVISIONS FOR STARTUPS
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

[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-I: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-II: BIDDING DATA SHEET (BDS)

INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/GGPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding 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'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GGPL or 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. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GGPL or GAIL or the Ministry of Petroleum and Natural Gas.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to GGPL by the bidder.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

It shall be the sole responsibility of the bidder to inform GGPL in case the bidder is 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 and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, 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 under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the 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.

- 2.4 Bidder shall not be affiliated with a firm or entity:

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

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorised employee(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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ 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 employee(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 employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" (FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)) : Not applicable

- 3.1 Bids from consortium/ JV of two or more members (maximum three including leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Bidding Documents. Participating Consortium/ JV shall submit the Agreement as per the format F-17 clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The EMD shall be submitted by the Bidder (Consortium/ JV).
- 3.2 The Consortium/ JV Agreement must clearly define the leader/ lead partner, who shall be responsible for timely completion of work/ services and shall receive/ send instructions for and on behalf of the consortium during the period the bid is under evaluation as well as during the execution of contract.
- 3.3 All the members shall authorize the representative from the lead partner by submitting a Power of attorney (on a non judicial stamp paper of appropriate value) signed by legally authorized signatories of all the member(s). Such authorization must be accompanied with the bid. The authorized signatory shall sign all the documents relating to the tender/ contract. However, in case of award, payment shall be made to the consortium.
- 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 JV/ Consortium or their respective roles/ scope of work, except if and when required in writing by owner. 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 a consortium/JV shall be liable for rejection.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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- 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 on 'Holiday' by GGPL/ 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 Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 Alternative Bids shall not be considered.

5 COST OF BIDDING & TENDER FEE**5.1 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, GGPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER FEE: NOT APPLICABLE**6 SITE VISIT**

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its 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 Employer 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.
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- 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.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
 - Section-IV : Scope of Supply & Special Conditions of Contract [SCC]
 - Section-V : General Conditions of Contract [GCC]
 - Section-VI : Technical Specifications
 - Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

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

8 CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify GGPL in writing or by fax or email at GGPL's mailing address indicated in the 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 due date of submission of bid 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. GGPL's response including an explanation of the query, but

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

without identifying the source of the query will be uploaded on GGPL's tendering web site <http://www.godavarigas.in> communicated to prospective bidders by e-mail/ fax.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents 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 (H) 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 Employer, 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 amendment issued thereof.

[C] – PREPARATION OF BIDS**10 LANGUAGE OF BID:**

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 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.

11. DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' 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, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', 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) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB
- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) List of consortium/ JV member (s), if any, and Consortium Agreement (as per format) clearly defining their involvement & responsibility in this work, wherever applicable as specified elsewhere in the IFB/RFQ/BEC.
- (t) 'Integrity Pact' as per 'Form F-20'
- (u) 'Indemnity Bond' as per 'Form F-21'
- (v) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (w) Additional document specified in Bidding Data Sheet (BDS).

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. GGPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) 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 bids.
- iv) 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 bids 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 of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders . If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

~~11.2 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 and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL's E tendering website as follows :-~~

~~11.2.1 **PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID”** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the GGPL's e-tendering portal.~~

~~Further, Bidders must submit the original " EMD & Tender Fee (wherever applicable), 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, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un priced bid opening.~~

~~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.~~

~~11.2.2 PART-II: PRICE BID~~

~~The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of E tendering 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]*~~

- ~~11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.~~

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST ((CGST & SGST/UTGST or IGST).
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 **Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document.** In case any activity though specifically not covered

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.
- 13 **GST (CGST & SGST/UTGST or IGST)**
- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, GGPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 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.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) 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.

Beyond the contract 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 Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract 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.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

13.5 Where the GGPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/GGPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/GGPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the GGPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/GGPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.
- 13.7 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)** while 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.
- 13.8 In case GGPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.
- Where GGPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and GGPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to GGPL or ITC with respect to such payments is not available to GGPL for any reason which is not attributable to GGPL, then GGPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by GGPL to Contractor / Supplier.
- 13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable GGPL to avail input tax credit. Further, returns and

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

13.10 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 Supplier of Goods / Services may note the above and quote their prices accordingly.

13.11 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 to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by GGPL.

13.12 **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.**

14 BID CURRENCIES: Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. 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 Employer may request the Bidders 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 EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

- 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 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 only.

- 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. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with “ITB: Clause-16.1 & Clause-16.3” may be rejected by GGPL as non-responsive.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 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.
- 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"
 - (iii) 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. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17 PRE-BID MEETING (IF APPLICABLE)

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address 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 e-tendering.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GGPL e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", 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 or persons 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 un-amended printed literature where entry(s) or amendment(s) have 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 or persons 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 "Bidding Documents" may lead to rejection of bid. GGPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note GGPL will determine the substantial responsiveness of each bid to the Bidding Documents 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 Bidding Documents without deviations or reservations. GGPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. GGPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Documents", failing which their offer 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 / Bid Security
- (c) Specifications & Scope of Supply
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (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 and conditions of Tender document.

20 E-PAYMENT

Godavari Gas Private Limited has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 21.4 Bids submitted under the name of AGENT/CONSULTANT /REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 GGPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of GGPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GGPL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 ~~In case of e-tendering, e-tendering system of GGPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.~~

In case of manual tendering, bids received by GGPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ 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 BIDS

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

24.1.1 IN CASE OF E- TENDERING

~~The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.~~

24.1.2 IN CASE OF MANUAL BIDDING

The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by GGPL prior to the deadline for submission of bid.

- 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 super scribing 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.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid 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.

25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

GGPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for GGPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which GGPL shall respond quickly.

[E] – BID OPENING AND EVALUATION**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 bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a 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 specified due date & time.

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 EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions 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 documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer 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 Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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 Employer 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 bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the "PRICE PART" of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34 PURCHASE PREFERENCE

Purchase preference to Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", GGPL will award the Contract 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.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

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. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance 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 Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", GGPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37 DISPATCH SCHEDULE

37.1 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

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- (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 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.
- 37.3 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.
- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from GGPL, the successful bidder shall furnish the Contract Performance Security (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 where in the order value as specified in Notification of Award is less than INR 5 Lakh (exclusive of taxes & duties).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

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 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 DLP specified in Bid Data Sheet.

- 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 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

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 Prevention Policy document is available on GAIL's website (www.gailonline.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 and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by GGPL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant 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 such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

40.1 Following provision has been incorporated in tender for MSEs, 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 and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within 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 enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for 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.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- 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 Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

The above documents 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.

41. PACKING INSTRUCTIONS

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. 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.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment/material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment 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.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 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.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:
- PURCHASER:
 DESTINATION:
 Purchase Order No.....
 Net Wt..... Kgs,
 Gross Wt..... Kgs.
 Dimensions.....X.....X.....CM.
 Package No. (Sl. No. of total packages).....
 Seller's Name.....
- 41.8 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

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/ GST as may be applicable shall be deducted as per trade tax.
- 43.4 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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 fulfillment of above requirement

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

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)

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 45.1 GAIL (India) Limited has framed the Conciliation Rules 2010 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 made available on GAIL's web site www.gailonline.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 cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 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. 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.
- 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. 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.

47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48. PROVISIONS FOR STARTUPS (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 resource 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 stated in tender. If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, GGPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on GGPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GGPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by GGPL in future to the Supplier/Contractor under this contract or under any other contract.

50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

A. Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than fifty percent of the paid up share capital of the bidder company or vice versa:

Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than fifty percent of the paid up share capital of the bidding company or vice versa.

However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- (i) An Agreement (*as per format enclosed at Appendix- A1 to Section III*) between the bidder and the supporting company.
- (ii) Guarantee (*as per format enclosed at Appendix- A2 to Section III*) by the supporting company to GGPL for fulfilling the obligation under the Agreement along with certificate issued by Company Secretary as per *Appendix- A2A to Section III*.

B. PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. **"Bidder from a country which shares a land border with India"** for the purpose of this:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-III.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

===== X =====

Form-I to Section III

UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited

Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is :

(i) Not from such a country []

(ii) If from such a country, has been registered with the Competent Authority. []

(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Appendix-A1 to Section III**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED.**

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s. Godavari Gas Pvt. Limited (hereinafter referred to as GGPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]

And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to GGPL for the full scope of work as envisaged in the tender document as a main bidder and liaise GGPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the GGPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to GGPL

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

including extension if any and till satisfactory performance of the contract, the same is awarded by GGPL to the bidder.

e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and GGPL.

f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GGPL, however without prejudice to any rights that GGPL might have against the Supporting Company

g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to GGPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

M/s.

For and on behalf of

(Supporting Company)

M/s.

Witness:

1)

2)

Witness:

1)

2)

Appendix-A2 to Section III**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/
GUARANTOR****(to be executed on plain paper)**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s GGPL, a company duly registered under the law of India having its Registered Office at 85-6- 23/2, RTC Complex Road, Near Morampudi Junction, Rajahmundry, Andhra Pradesh, India, and having Purchase center at hereinafter called “GGPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS GGPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by GGPL.

AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder .

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

AND WHEREAS one of the condition for acceptance of Bidder's bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the GGPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the GGPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the GGPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the GGPL and duly perform the obligations of the Bidder to the satisfaction of the GGPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to GGPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- Bidder for non- performance under the contract entered between GGPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of GGPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by GGPL.
 6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards GGPL.
 7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and GGPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be Andhra Pradesh. The language of arbitration shall be English.
 8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
 9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to GGPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor

OR

(applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security)

In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to GGPL, equivalent to 50% of the value of Performance bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/Supplier. The Guarantor hereby expressly agrees that if in the opinion of GGPL, the Bidder / Supplier has failed to perform its obligations under the contract in any manner, GGPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GGPL about performance of the bidder / Supplier shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

(Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

official seal_____

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

Appendix-A2A to Section III

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE
GUARANTOR COMPANY**

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

Annexure-I

**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 a 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 Employer 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”
- A.6 “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).
- A.7 “Competent Authority” shall mean the authority, 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

A.9 “Investigating Agency” shall mean any department or unit of GGPL investigating into the conduct of Agency/ party, 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 Earnest Money Deposit (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 on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor 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:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (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

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>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.</p>	02 years
2	<p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive</p>	03 years

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

2.1	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: (v) Repeated once (vi) Repeated twice or more	7 years (in addition to the period already served) 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 tenders/future tenders.
- 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 enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made 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/other tender where errant agency emerges as the lowest (L1), then such tender 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 when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department 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 six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made 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 Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GGPL 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. Such an appeal shall be preferred within one month from the 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.

Annexure-II

**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**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) **Measurement of Performance**

Based on the parameters defined in Data Sheet, 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 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 Performance Rating Data Sheet (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, Performance Rating data Sheet 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 Performance Rating Data Sheet (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	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, Performance Rating data Sheet 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 tenders/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 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:

- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender 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,

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 in new tender 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 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 bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, GGPL shall forfeit EMD paid 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 GST department brings to the notice of GGPL that a Party has not paid to the credit of the Government the GST collected from GGPL, then party will be put on holiday for a period of six months after following the due procedure.

**GGPL
PERFORMANCE RATING DATA SHEET
(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 Allocated				

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/ 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	10 marks
	Pro-rata basis for acceptable	
	Quantity as compared to total	
	Quantity for normal cases	
ii) When quality	Failure of severe nature	0 marks
failure endanger	- Moderate nature	5 marks
system integration	- low severe nature	10-25 marks
and safety of the		
system		
iii) Number of	1. No deviation	5 marks
deviations	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, 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 or 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.	FOR SUPPLIES	
i)	Submission of order acceptance, 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

**GGPL
PERFORMANCE RATING DATA SHEET
(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) Contract 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/ 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 ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, 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 or 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.	FOR SUPPLIES	
i)	Submission of order acceptance, 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

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender no is : _ GGPL/C&P/PR 1000001/2021-22/05 Dt. 20.08.2021
1.1	The Employer/Owner is: Godavari Gas Private Limited
2.1	The name of the Works/Services to be performed is: PROCUREMENT OF 4" DIA CS LINE PIPES
3	BIDS FROM CONSORTIUM/JOINT VENTURE : NOT APPLICABLE
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Godavari Gas Private Limited payable at Rajamahendravaram, Andhra Pradesh
B. BIDDING DOCUMENT	
ITB clause	Description
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: A. Ramesh Naik DGM (C&P) Street Address: # 101 & 102, 1 st Floor, Ocean Park, Beach Road, Maharanipeta City: Visakhapatnam, Andhra Pradesh. ZIP Code: 530002 Country: India Email: rameshna@gail.co.in ;
C. PREPARATION OF BIDS	

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): Integrity Pact Power of attorney
12	Additional Provision for Schedule of Rate/ Bid Price are as under: NIL
12. & 13	Whether GGPL will be able to avail input tax credit in the instant tender: Currently NO
14	The currency of the Bid shall be INR
15	The bid validity period shall be 3 Months from final 'Bid Due Date'.
16.1	In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of GGPL's Bank account are as under: Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002423 Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in GGPL's Bank Account.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The E-Tender No. of this bidding process is: Not Applicable
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: A. Ramesh Naik DGM (C&P) Street Address: # 101 & 102, 1 st Floor, Ocean Park, Beach Road, Maharanipeta City: Visakhapatnam, Andhra Pradesh. ZIP Code: 530002 Country: India

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

	Email: rameshna@gail.co.in ; jayasree.d@apgdc.com ;
26	<p>The bid opening shall take place at:</p> <p>Andhra Pradesh Gas Distribution Corporation</p> <p>Attention: A. Ramesh Naik DGM (C&P)</p> <p>Street Address: # 101 & 102, 1st Floor, Ocean Park, Beach Road, Maharani-peta</p> <p>City: Visakhapatnam, Andhra Pradesh.</p> <p>ZIP Code: 530002</p> <p>Country: India</p> <p>Email: rameshna@gail.co.in; jayasree.d@apgdc.com;</p> <p>Date: 16.09.2021 / Time: 15:00 Hrs</p>
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description
32	Evaluation Methodology is mentioned in Section-II.
33	Compensation for Extended Stay: NOT APPLICABLE
F. AWARD OF CONTRACT	
ITB clause	Description
37	State of which stamp paper is required for Contract Agreement: Andhra Pradesh
38	Contract Performance Security/ Security Deposit : 3% of Contract Value Excl. Taxes & Duties within 30 days of award
40	Whether tendered item is non-splitable or not-divisible : YES
41	Provision of AHR Item : NOT APPLICABLE
Clause no. 27.3 of GCC	Bonus for Early Completion: NOT APPLICABLE
40	Applicability of provisions relating to Public Procurement policy for Micro and Small : APPLICABLE
50	Applicability of provisions relating to Startups: NOT APPLICABLE

FORMS & FORMAT

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	DECLARATION" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
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 IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT 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 FORMAT
F-20	INTEGRITY PACT
F-21	INDEMNITY BOND

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s GGPL
Rajahmahendravaram

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
6	Operation Address (if different from above)	<div>City:</div> <div>District:</div> <div>State:</div> <div>PIN/ZIP:</div>
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST no.	[Enclose copy of GST Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-2
BID FORM

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____” including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special
Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is
hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole
part of the job and in conformity with the said Bid Documents, including Addenda /
Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified 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" equal to "_____ of the Contract Price" or as mentioned in Tender Document
for the due performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document
(including addenda/ corrigenda) together with the "Notification of Award" shall constitute a
binding Agreement between us.

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-3
LIST OF ENCLOSURES

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD*-NA
7. Tender Fee*-NA
8. Integrity Pact*
9. Power of Attorney*
10. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

FORMAT F-4

DECLARATION FOR BID SECURITY

To,

M/s GODAVARI GAS PVT. LIMITED

M/s Godavari Gas Private Limited
D. No.: 85-06-23/2, 2nd Floor,
40th Ward, Morumpudi Junction,
Rajamahendravaram – 533103
East Godavari Dist, Andhra Pradesh.

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (*Name of Bidder*) have submitted our offer/ bid no.

We, M/s_____ (*Name of Bidder*) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of GGPL. in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the GGPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

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 **Godavari Gas Private Limited**.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by GGPL / GAIL 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 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 GGPL or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

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 award of contract, the same will be promptly informed to GGPL by us.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for“ _____”,the following Certificate shall be automatically enforceable:

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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
Rajahmahendravaram

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(herein after called the "GGPL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify **Godavari Gas Private Limited**, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to **Godavari Gas Private Limited** we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGPL in such manner as GGPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

- M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by GGPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____.
(contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that GGPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that GGPL may have in relation to the supplier's/contractor's liabilities.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 Andhra Pradesh.
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 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

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 Andhra Pradesh.
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 Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer 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 along with documentary evidence.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
 Rajamahendravaram

SUB:

TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	CGST:.....% SGST:.....% IGST:.....% Total :%
4.1	Whether in the instant tender GST is covered in reverse charge rule of Goods and service tax	Yes/ No In case of Yes, please specify GST) payable by: GGPL:.....% Bidder:.....%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security 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.	

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	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.	
16.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ GGPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 concerned executive in GGPL issued the tender, by filling up the Format)

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajamahendravaram

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-13
BIDDER'S EXPERIENCE

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (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 bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer 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-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding 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, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document along with unpriced bid as per bid requirement.		

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 Bidding 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).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-15
FORMAT FOR CERTIFICATE FROM BANK
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE
(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. _____

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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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: FY 2019-20	
Year 2: FY 2018-19	
Year 3: FY 2017-18	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT: FY 2019-20

Description	C. Year FY 2019-20
	Amount (Currency)
1. Net Worth	

D. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT : FY 2019-20

Description	E. Year FY 2019-20
	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]

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Name of Audit Firm:
Chartered Accountant/CPA
Date:
UDIN No.
Membership No.:

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

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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-17

~~(TO BE INCLUDED ONLY WHERE CONSORTIUM/JV ARE
ALLOWED)~~

~~FORMAT FOR CONSORTIUM/JV AGREEMENT
(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)~~

CONSORTIUM/JV AGREEMENT

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

Sub :

Tender No :

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

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

F-19

E-Banking Mandate Form

(To be issued on vendors letter head)

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 GGPL 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
bank)

(Signature of authorized officer of

F-20
INTEGRITY PACT

INTRODUCTION:

Godavari Gas as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (Godavari Gas) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

ANNEXURE-1

Bidder is required to sign the Integrity Pact with GGPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with GGPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass GGPL’s confidential information to any third party unless specifically authorized by GGPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any GGPL associate.
- f) The Counterparty shall not make any false or misleading allegations against GGPL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the GGPL business in future.
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, GGPL shall be entitled to terminate the Contract. GGPL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- c) Subject to satisfaction of the Independent External Monitor, GGPL may ban/ blacklist/ put on holiday and exclude the Counterparty from future dealings until GGPL is satisfied that the Counterparty shall not commit any such violation in future.
- d) In addition to above, GGPL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

INDEPENDENT EXTERNAL MONITORS (IEMS)

The following Independent External Monitors (IEMs) have been appointed by GGPL, in terms of Integrity Pact(IP) which forms part of GGPL Tenders / Contracts.

- i) *****
- ii) *****
- iii) *****

The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in Godavari Gas or directly with Vigilance office, Godavari Gas Private Limited, D. No.85-06-23/2, 2nd Floor, Morampudi Junction, Near Indian Oil Petrol Bunk, Rajahmundry – 533107.

INTEGRITY PACT

(To be executed on plain paper)

Between GGPL (India) Limited, (here-in-after referred to as “Principal ”).

AND

_____ (here-in-after referred to as “The Bidder/
Contractor”).

(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned International Non-Governmental Organisation ‘Transparency International’ (TI). Following TI’s national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process, the execution of the contract etc. for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.** The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles in this regard:-
 - i) No employee of the Principal, either in person or through family members, including relatives, will in connection with the tender for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled.
 - ii) The Principal shall, during the tender process treat all Bidders with equity. The Principal undertakes and ensures that before and during the tender process shall provide and share the same information to all Bidders and will not provide to any Bidder confidential / additional information through which one particular Bidder could take an advantage in relation to the tender process or the contract execution.

- iii) In case, any misconduct on the part of any official (s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled..
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments and Undertakings by the Bidder/Contractor

- 1. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder / Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India. Further, the Bidder / Contractor will not use improperly any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically for the purposes of competition or personal gain and will not pass the information so acquired on to others.
 - iv) The Bidder / Contractor will, when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make

to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder / Contractor will not instigate and allure third persons / parties to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before the award of contract, has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Principal shall be entitled to disqualify, put on holiday or blacklist the Bidder including from the future tender process or to terminate the contract, if already signed, on that ground.

1. If the Bidder / Contractor has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder / Contractor from entering into any GGPL future contract tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion may be imposed for a minimum period of 6 months and maximum of three years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
4. Subject to the full satisfaction of the Principal, the exclusion of the Bidder / Contractor could be revoked by Principal prematurely if the bidder / contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 – Forfeiture of EMD / Security Deposits

1. If the Principal has disqualified the Bidder from the tender process prior to the award in terms of Section 3, and during the execution of the contract, the Principal shall forfeit earnest money deposit / bid security money, encash the bank guarantee including due payments in addition to blacklisting or putting on holiday the bidder and terminating the contract.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Earnest Money Deposit / Security Deposit / Performance Bank Guarantee.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder swears on oath that no previous transgression has occurred during the last three years with any other Company in any country conforming to the TI approach or including with any other Public Sector Enterprise / Undertaking in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he shall be disqualified from the tender process or the contract, if already awarded, could be liable to be terminated on this ground.

Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. The Bidder / Contractor undertakes to demand from all its sub-contractors, if any, an undertaking and commitment in conformity with this Integrity Pact, and to submit it to the Principal before signing of the contract.
2. The Principal will enter into agreements with similar conditions, as stipulated herein, with all Bidders, Contractors and Subcontractors.
3. The Principal shall disqualify from the tender process all Bidders who do not sign this Pact or violate any of its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office / Department for initiating appropriate action for above.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-contractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Principal and request the Management to discontinue or heal the violation or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for taking corrective measures.
7. Monitor shall be entitled to compensation by the Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.
10. Independent External Monitor shall be required to maintain confidentiality of the information acquired and gathered during their tenure / role as Independent Monitor. Any breach in this regard would be subject to the legal judicial system of India.
11. The Independent External Monitors shall be responsible to oversee the implementation of Integrity Pact Program to prevent corruption, bribes or any other unethical practices in the GGPL. However, Monitor(s) shall be personally and severally be liable for any action or suit brought by Bidder / Contractor / against the Monitor, in case the findings of Independent Monitor is / are found incorrect or biased or prejudiced.
12. Independent External Monitor(s) shall be required to furnish an Undertaking and shall disclose before taking any assignment that he / she has no interest in the matter or connected with the party (bidder / contractor) in any manner.

Section 9 – Pact Duration

The provisions of this Pact shall come into effect from the date of signing of this Pact by the both parties. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairperson of the Principal.

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor / Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. In case any or several of the provisions of this agreement turn out to be void, the remainder of this pact shall remain valid. The parties to this pact however, shall strive to come to an agreement to their original intentions in such a case.

 (Name & Designation)
 For the Principal

 (Name & Designation)
 For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

F-21
INDEMNITY BOND

WHEREAS Godavari Gas Private Limited (hereinafter referred to as “**GGPL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D. No.: 85-06-23/2, 2nd Floor, Above Happy Home Furniture Shop, 40th Ward, Morampudi Junction, Rajamahendravaram – 533103] has entered into a contract with _____ (herein after referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at _____ and on the terms and conditions as set out, inter-alia in the **LOA No.** _____ and various documents forming part thereof, hereinafter collectively referred to as the “**CONTRACT**” which expression shall include all amendments, modifications and / or variations thereto.

GGPL has also advised the Contractor to execute an Indemnity Bond in general in favour of GGPL indemnifying GGPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s) / subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GGPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/liabilities that may be raised by the Contractor or any third party against GGPL under or in relation to this contract. The Contractor undertakes to compensate and pay to GGPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GGPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GGPL that:

This Indemnity shall remain valid and irrevocable for all claims of GGPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

This Indemnity shall not be discharged/revoked by any change/modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the

Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of GGPL are settled by the Contractor and/or GGPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the

Contractor and the same stands valid.

SIGNED BY :

For _____

Authorised Representative

Place:

Dated:

Witnesses:

1.

2.

SECTION – IV

SCOPE OF SUPPLY

&

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of tender, wherever the context so requires.

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

1. SCOPE OF SUPPLY

- 1.1** Seller's scope shall include (a) Design, detail engineering, manufacturing of items as per Material Requisition technical specifications, (b) preparation of Quality Assurance / Quality control programme (c) obtaining Owner's approval; (d) arranging Inspection and Testing certification; (e) Inspection by TPI agency approved by GGPL as applicable as per bid document and obtaining Inspection Release Note; (f) obtaining dispatch clearance; (g) Packing; (h) Loading on truck/trailer including transit insurance and Unloading, stacking of Carbon Steel Coated Pipe Lines at Godavari Gas's store/site; as detailed in the technical specification.

2. PACKING, MARKING AND SHIPMENT

- 2.1.** 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.

3. EVALUATION AND COMPARISON OF BIDS WILL BE AS PER SECTION 1.2.

4. DELIVERY SCHEDULE

Delivery Period for entire scope of supply shall be 12 weeks from the date of FOA/LOA whichever is earlier. Delivery Location shall be Tadepalligudem, West Godavari District of Andhra Pradesh. The basis of delivery will be FOT site for PRS Calculations.

5. DESPATCH INSTRUCTIONS

- 5.1. Seller shall obtain dispatch clearance from the Purchaser prior to each dispatch.
- 5.2. Copy of Inspection Release Certificate, Dispatch Clearance and Statement showing the name of the vessel/transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6. INDEPENDENT SELLER

- 6.1. It is expressly understood and agreed that Seller is an independent party and that neither the Seller/ its personnel are servants, agents or employees of Purchaser nor the Seller has any kind of interest in other sellers.

7. LIEN

- 7.1. Seller shall ensure that the Scope of Supply supplied under the Agreement shall be free from any claims of title/liens from any third party. In the event of such claims by any party, Seller shall at his own cost defend, indemnify and hold harmless Purchaser or its authorized representative from such disputes of title/liens, costs, consequences etc.

8. DELETED

9. REJECTION

- 9.1. Any materials/goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture/fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements/specifications of the Purchase Requisition/Order, shall be liable for immediate rejection.
- 9.2. Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to OWNER.

10. LIMITATION OF LIABILITY

- 10.1.** Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier under the Contract or otherwise shall be limited to 100% of contract value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

11. INSURANCE

- 11.1.** Bidder shall arrange Transit Insurance and the cost of which shall be borne by bidder. Quoted price shall be inclusive of the same.

12. GOVERNING LAW

- 12.1.** Laws of India will govern the Agreement and Rajahmundry courts will have exclusive jurisdiction on all matters related to Agreement.

13. OWNER'S RIGHTS AND REMEDIES

- 13.1.** Without prejudice to Owner's right and remedies under Agreement, if SUPPLIER fails to commence delivery as per agreed schedule and/or in reasonable opinion of the OWNER, CONTRACTOR is not in a position to make up the delay to meet the intended purpose, the OWNER may terminate the AGREEMENT in full or part at SUPPLIER's default and may get supplies from other sources at SUPPLIER's risk and cost.

14. GUARANTEE

- 14.1.** If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to expiry of twelve(12) months from the date of commissioning of the equipment or prior to expiry of twenty four (24) months from the date of last shipment, whichever is earlier, 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.

15. PRICE REDUCTION SCHEDULE (PRS)

- 15.1.** *In case of delay in delivery of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of material value per week of delay or part thereof, subject to ceiling of 5% (FIVE PERCENT) of the total order value(Undelivered within CDD). For details, please refer GCC-Goods.*

- 15.2. *For PRS purpose the date of delivery at FOT site, East & West Godavari Districts will be considered.*
- 15.3. *The value referred in PRS clause is including GST & excluding freight. However Credit note may be raised by Supplier.*

16. TERMS AND MODE OF PAYMENT

16.1. SUPPLY:

100 % (Hundred percent) payment of the supplied portion along with freight & transit insurance including taxes & duties will be paid on receipt & acceptance of goods at FOT site after adjustment of PRS, if any along with submission of following documents: -

- i) Invoice in triplicate in compliance with GST law in force
- ii) Inspection Release note by Third Party agency.
- iii) Original GR / LR
- iv) Packing List
- v) Tally sheet
- vi) Guarantee Certificate
- vii) Fall Clause Certificate

16.2. For FINAL BILL, following documents are to be provided:

- viii) No Claim Certificate
- ix) Statement of Completion
- x) BG Amendment for Extension of validity, in case supply is delayed beyond contractual time period including amendments issued if any.

Note: Documents related to point no. v), vi), vii) and viii) are to be submitted on company letter head duly signed and stamped.

17. QUALITY ASSURANCE/QUALITY CONTROL

- 17.1. The Bidder shall prepare a detailed quality assurance plan for the execution of Contract for the various supplies for approval of GODAVARI GAS.
- 17.2. The Bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 17.3. The Purchaser, while agreeing to a quality assurance plan shall mark the stages for witness of Tests, review at any or all stages of work at shop/site as deemed necessary for quality assurance.

18. General Conditions

When the materials are dispatched to the consignee intimation must also be given to this effect. Reference to the supply order should invariably be given in all the relevant correspondence.

The tender is liable to be rejected in case the tender does not comply with tender stipulations or the goods, works and services offered do not conform to the required specifications indicated there in.

Any other terms and conditions offered by the firm and not included in the order/contract, are not acceptable to the purchaser.

MATERIAL REQUISITION

Project : City Gas Distribution project of East & West

Godavari Dist. (A.P) Client : M/s GGPL

Items : CS coated pipes

Bid document No. :

The Scope includes supply of following 3 layer PE coated Steel line pipes conforming to specifications and other technical requirements as specified in bid document. The scope of bidder also includes delivery of CS coated pipes at GGPL's storage yard. The delivery period shall be 12 weeks from the date of Fax of Acceptance (FOA).

Sl. No.	Description							Manuf. process (Seamless)
	Supply of 3 layer PE coated Steel line pipes ,Double random conforming to Technical Specification for 3 layer PE coated Steel line pipes of following sizes, grades & specifications as indicated below :							
	Pipe size (NB), Inch (OD in mm)	W.T. (mm)	Ends	Std./ Code	Grade	Finish	Min.3 LPE Coating thickness (mm)	
1	4'' (114.3)	6.4	BE	API 5L	X-52	Coated	2.0	Seamless

LEGEND

WT = Wall Thickness

BE = Bevelled End

Note:

- i. Type of pipe to be supplied to the coating contractor shall be Seamless.

- ii. Inspection by vendor appointed TPI shall be as per EN 10204, 3.2 certification.
Inspection of Steel Plate/Coil required for manufacturing of Line Pipe shall also be 3.2 certified as per EN 10204

A. REMARKS / COMMENTS

1. GENERAL NOTED

VENDOR'S COMPLIANCE

Vendor must include the following statement in his bid:

We certify that our bid is fully complying with your enquiry dated
..... And referenced

.....

Compliance with this material requisition in any instance shall not relieve the Vendor of his responsibility to meet the specified performance.

2. COMPLIANCE WITH SPECIFICATION

The vendor shall be completely responsible for Design, Manufacture, fabrication, testing, inspection, preparation for shipment, transport, delivery at specified Warehouse and the above items strictly in accordance with the Material Requisition and all attachments thereto.

3. INSPECTION

Vendor shall appoint anyone of the following TPIA for inspection purpose. Vendor has to propose minimum 4 nos. of below listed agencies to be approved by GGPL.

- a) Lloyd Register of Industrial services
- b) Technische Ulierwachungs Verein (TUV)
- c) Det Norske Veritas (DNV)
- d) AIB - Vincotte
- e) Bureau Veritas
- f) SGS
- g) ABS Industrial Verification India Ltd.
- h) Velosi Certification Services
- i) International Certification services Ltd

Apart from inspection by TPIA, inspection shall also be performed by GGPL and or its authorized representative or its authorized inspection agency (AIA), as set out and specified in the codes and particular documents forming this MR.

4. CERTIFICATION

The vendor shall be completely responsible for the design, materials, fabrication, coating, testing, inspection, preparation for shipment, loading of the above item strictly in accordance with the Material Requisition and all attachments thereto. All items shall be provided with EN 10204, 3.2 Certification. The steel plate/coil required for pipe manufacturing shall also be certified as per EN 10204, 3.2 Certification

5. PROCUREMENT OF STEEL PLATE/COIL

5.1 List of acceptable Steel Coil/Billet Manufacturer

The following steel manufacturers are acceptable for the supply of Steel Coil/Billet to be used in the manufacture of quoted line pipes. The Pipe manufacturer shall furnish specific confirmation for compliance to specifications from any two of the proposed steel coil/billet manufacturer(s).

For Coils

- (i) Thyssen Krupp, Germany (upto X-70, WT-15.9mm)
- (ii) AHMSA (Altos Hornos De Mexico), Mexico (upto X-70, WT-15.9mm)
- (iii) Bao Steel, China (upto X-70, WT15.9mm)
- (iv) Wuhan Iron & Steel, China (upto X-80, WT-18.4mm)
- (v) US Steel Kosice, Slovak Republic (upto X-70, WT-15.9mm)
- (vi) Arcelor Mittal, France (upto X-80, WT-21.6mm)
- (vii) Arcelor Mittal, Germany (upto X-70, WT-15.9mm)
- (viii) Erdemir, Turkey (upto X-80, WT-18.4mm)
- (ix) Posco, South Korea (upto X-80, WT-10.85mm)
- (x) TISCO (Group) Co.Ltd, China (upto X-80, WT-18.4mm)
- (xi) Maanshan Iron & Steel Co. Ltd., China (upto X-80, WT-17.5mm)
- (xii) Jinan Iron & Steel Co.Ltd., China (upto X-80, WT-14.3mm)
- (xiii) Benxi Iron & Steel, China (upto X-80, WT-17.5mm)
- (xiv) Shagang (Group), China (upto X-70, WT-15.9mm)
- (xv) Shou-gang Qian Iron & Steel Co. Ltd., China (upto X-80, WT- 18.4mm)
- (xvi) Hyundai Steel, South Korea (upto X-70, WT-14.0mm)
- (xvii) Hadeed Saudi Iron & Steel Co., Saudi Arabia (upto X-70, WT-

- 15.9mm)
- (xviii) Hunan Valin Lianyuan Steel Co.Ltd., China (upto X-80, WT-18.4mm)
- (xix) Anyang Iron & Steel Group Co.Ltd., China (upto X-70, WT-15.9mm)
- (xx) Angang Steel Co.Ltd., China (upto X-80, WT-18.4mm)
- (xxi) HBIS Hebei Iron & Steel Group Co.Ltd., China (upto X-80, WT-12.8mm)
- (xxii) Megasteel, Malaysia (upto X-70, WT-10.3mm)
- (xxiii) Essar Steel, India (upto X-70, WT-15.9mm)
- (xxiv) Ispat Industries, India (upto X-70, WT-11.7mm)
- (xxv) SAIL, Bokaro (upto X-70, WT-15.9mm)
- (xxvi) JSW, India (upto X-70, WT-15.9mm)

For Billets

- (i). Jindal Steel Limited,Vijay Nagar
- (ii). Jindal Steel & power Limited,Raigarg,Chhatisgarh
- (iii). JSW Steel Limited,Salem
- (iv). Kalyanai Steel Limited,Hospet

5.2 A letter of commitment from two proposed steel coil/billet manufacturer for supply of steel coils/billets required for the manufacture of line pipes under present bid.

5.3 In case bidder proposes steel coil/billet manufacturer(s) not covered in the above list, then the proposed steel plates/ coils manufacturer must meet the following criteria :-

5.3.1 Steel coil/billet manufacturer(s) must have manufactured and supplied in a single order, at least 5000 MT steel coil/billet for the production of line pipes conforming to API 5L (PSL-2) of the same or higher grade as quoted for in the last seven(07) years from the bid due date.

5.3.2 The steel coil/billet manufacturer have manufactured coils/billets conforming to API5L (PSL-2) of same or higher wall thickness as quoted for in the last seven (07) years from the bid due date.

5.3.3 Confirmation regarding compliance with applicable requirements for steel coils/billets specified Technical Specifications/ Material requisition of this Bid Document from the proposed steel manufacture shall be furnished.

Bidder must submit the track record, along with bid, in duly filled up “Annexure A” with documentary evidence (of steel Coil/Billets manufacturer) to establish the above qualification criteria indicated above at clause No4.3.1 &4.3.2, Such as Purchase order/work order, inspection release note/completion certificate of relevant previous supplies In the absence of such documentary evidence, Owner/ Consultant reserve the right to reject the bid without making any reference to the bidder.

- 5.4 Bidder to note that steel coil/billet manufacturer shall be qualified at bid stage only.
- 5.5 The techno commercially qualified bidder(s) will be informed prior to price bid opening on acceptance of the proposed steel plate / coil manufacturer(s), if any.
- 5.6 Bidder’s offer shall be unconditional irrespective of the finally qualified steel coils/billets manufacturer(s).
- 5.7 Steel Mill qualified for one bidder during bidding stage shall be considered qualified for other bidder also. The list of all acceptable steel manufacturers shall be communicated to all qualified bidders.

6. APPLICABLE DOCUMENTS

General descriptions, requirements and information are listed under point C of this Material Requisition.

7. VENDOR’S DOCUMENTS

Vendor shall supply the documentation as listed under point D of this Material Requisition. All documents shall be supplied in English language.

Vendor shall strictly follow the document numbering procedure in their document as illustrated below:

Project No.	Item	Document Index No.	Serial No.	Revision No.
-------------	------	--------------------	------------	--------------

Where,

Project No. is GGPL

Item is CS COATED PIPES

Document Index No. will be of three characters as indicated under point D of this MR;

Serial No. shall be 4 digit no. ranging from 0001 to 9999

Revision No. is Revision of the document starting

with Ro, R1; Example: For QA/QC program, the

document no. will be

0000	LPCOAT	QAP	0001	R0
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B. LIST OF ATTACHMENTS

Sl.No.	Title
1	Specification for Electric Welded Line Pipe (Onshore)
2	Specification For Seamless Line pipe (Onshore)
3	Specification for 3 Layer Polyethylene Coating of Line pipe
4	Quality Assurance Plan (Guideline)
5	Inspection & Test Plan (Seamless)
6	Inspection & Test Plan (ERW)
7	Inspection & Test Plan 3 Layer Polyethylene Coating

C.DOCUMENTS & DATA REQUIREMENTS

The table hereunder specifies the quantities and the nature of the documents to be submitted by the CONTRACTOR to GGPL. The documents required at the inquiry stage and to be included in the bid are listed under column A.

The documents required after award of the AGREEMENT and subject to the written approval of the GGPL are listed under column B.

The final and certified documents are listed under column C.

Any document, even when preliminary, shall be binding and therefore duly identified and signed by the CONTRACTOR. It shall bear the Project reference, the material Requisition number and the identification number.

THE DOCUMENTS ARE FULLY PART OF THE SUPPLY WHICH SHALL BE COMPLETE ONLY IF AND WHEN THE DOCUMENTS COMPLYING FULLY WITH THE MATERIAL REQUISITION REQUIREMENTS ARE RECEIVED BY THE ENGINEER.

Item	Documents and Data	Doc. Index No	A	B		C	
			No. Of copies	No. Of copies	Required date	No. Of copies	Required date
1	Drawing/ data Submittal List / schedule	DLS	1	3	2 weeks + weekly	3	2 weeks after approval
2	Fabrication / rolling, test and delivery schedule (per item)	FTD	1	3	2 weeks + weekly	3	1 within weeks
3	Progress report	PRT		3	Daily + weekly		Daily + weekly
4	Catalogues /references	CRS	1				
5	Code compliance	CCC		3	Within 2 weeks		1 week after

	certificate						approval
6	The welding method and welding procedure specification and records WPS/PQR for EW or	WPS/MPS	1	3	Within 2 weeks		1 week after approval + with final technical;

	manufacturing process for seamless						
7	QA / QC program	QAP	1	3	2 weeks	3	
8	Inspection and test procedure	ITP	1	3	2 weeks	3	
9	NDE reports	NDR		3	When available	3	1 week after approval + with final Technical file.
10	Hydro-test report	HTR		3	When available	3	2 weeks after approval + with final Technical file.
11	List of subcontractors with their scope	LSS		3	2 weeks		With final technical file
12	Copy of purchase orders to subcontractors	CPS		3	2 weeks		With final technical file

13	Copy of purchase order	CPO					With final technical file
14	Packing/shipping list w/weights and dimensions	PSD		3	2 weeks	3	2 weeks before shipping
15	Final technical file	FTF				6	With shipping

NOTES

- 1) Durations in column B (Required date) are weeks after LOA or as indicated in Table Durations in column C (Required date) are weeks after document approval or as indicated in Table.

Due date of each document may be proposed.

- 2) Latest submittal time for:

™ Test procedure : 2 weeks before test

™ Test report : 2 week after test

- 3) Final technical file shall be supplied in hard copy as indicated, and in electronic format (.pdf Acrobat files) on six (6) CD-ROMs.

TECHNICAL SPECIFICATIONS

**SPECIFICATION FOR
SEAMLESS LINEPIPE (ONSHORE)**

C O N T E N T S

<u>Sl.No.</u>	<u>Description</u>
1	SCOPE
2	REFERENCES
3	PROCESS OF MANUFACTURE AND MATERIAL
4	MATERIAL REQUIREMENTS
5	DIMENSIONS, WEIGHTS, LENGTHS, DEFECTS, AND END FINISHES
6	MARKING
7	COATING AND PROTECTION
8	DOCUMENTS
9	INSPECTIONS OF FIELD TEST AND WARRANTY

APPENDIX - I : MARKING INSTRUCTIONS FOR API LICENSEES
(NORMATIVE)

1 **SCOPE**

1.1 **Purpose and Coverage**

This specification establishes the minimum requirements for the manufacture of Seamless steel line pipes in accordance with the requirements of API (American Petroleum Institute) Specification 5L, Forty Third Edition, 2004 and makes restrictive amendments to API Spec. 5L. Unless modified and or deleted by this Specification, the requirements of API Spec. 5L shall remain applicable.

In addition to this specification, wherever stringent, requirement / provision /amendments of the latest 44th. Edition of API 5L (effective October 2008) shall apply.

The sections, paragraphs and appendices contained herein have the same numbering as that of API Spec. 5L, in order to facilitate reference. Additional requirements, which are not specified in API Spec. 5L, have also been numbered and marked as "(New)".

The coverage by this specification is limited to line pipe to be used in onshore pipelines transporting non-sour hydrocarbons in liquid or gaseous phase.

The Manufacturer shall have a valid license to use API Monogram in accordance with the requirements of API Spec. 5L. Forty Third Edition, 2004 on line pipe as Product Specification Level PSL-2.

1.2 **Product Specification Level (PSL)**

Line pipes supplied to this specification shall conform to Product Specification Level PSL-2.

1.3 **Grades**

This specification is applicable to PSL-2 line pipes of grade B through X-70.

1.4 **Dimensions**

This specification shall be applied to line pipes of size 4½” through 20” (both size included).

2 **REFERENCES**

All pipes and their dimensions, chemical composition, physical properties, heat treatment, hydrotest and other testing and marking requirements shall confirm to the latest codes and standards specified in MR.

3 **PROCESS OF MANUFACTURE AND MATERIAL**

3.1 **Process of Manufacture**

Following paragraphs of API Spec. 5L shall be applicable to the line pipe manufactured as per this Specification:

Seamless Process : As per para 3.1.1

3.3 **Material**

3.3.1 Line pipe furnished to this specification shall be made from steel produced in basic oxygen or electric arc furnace. The steel used for manufacture of pipe shall be fully killed and fine grained with a grain size of ASTM 7 or finer as per ASTM E 112. Steel shall be made by continuous casting only.

4 **MATERIAL REQUIREMENTS**

4.1 **Chemical Properties**

4.1.1 **Chemical Composition**

The chemical composition of each heat of steel on product analysis shall be in accordance with Table-2B and notes given below. Table-2B of API Spec.5L is cancelled.

Element	Maximum Permitted Alloy Content, Wt. % EW (for Grade B to Grade X- 70)
C	0.16

Mn	1.5 (For Gr. B to X-52) 1.6 (For Gr. X-56 to X-70)
Si	0.15 min. - 0.45 max.
P	0.02
S	0.010
V	0.08
Nb	0.10
Ti	0.04
Cr	0.20

Table-2B : PSL 2 - Chemical requirements for Heat and Product Analysis

Element	Maximum Permitted Alloy Content, Wt. % EW (for Grade B to Grade X-70)
Mo	0.28
Ni	0.20
Cu	0.35
Al	0.07
N	0.012
B	0.0005
Ca	0.006

Note: g

- 1) V+Nb+Ti shall not exceed 0.15%.
- 2) Cu+Ni shall not exceed 0.4%.
- 3) The AL/N ratio shall not be less than 2:1

Note: h

If alloying elements other than those specified in Table 2B above are added to the steel, the limits of the additional components shall be agreed with the Purchaser.

Note: i

Minimum for Si is not applicable for Al killed steel.

4.1.2 Elements Analysed

For heat analysis and product analysis, all the elements listed in Table-2B of this specification shall be analysed and reported, even if those are not purposely added but are present as residuals only.

4.1.3 Carbon equivalent (PSL 2 Only)**4.1.3.1 Calculations of Carbon Equivalent**

Boron content shall be considered in CE (*Pcm*) formula even if it less than 0.0005%.

4.1.3.2 Maximum Carbon Equivalent

For pipes of all grades, size and wall thickness, carbon equivalent shall comply the following limits:

$$CE (Pcm) \leq 0.25\%$$

$$CE (IIW) \leq 0.43\%$$

4.2 Mechanical Properties**4.2.1 Tensile Properties**

The finished pipe (after all heat treatment and expansion or sizing operations) shall conform to the requirements of Table 3B of API Spec 5L and as modified herein.

The actual yield strength shall be as close as possible to the specified minimum yield strength (SMYS) but in no case it shall exceed the limits specified here under:

<u>API Spec. 5L Grade</u>	<u>Permissible in excess of SMYS,psi (Mpa)</u>
Up to and including X46	19,000 (131)
X52 to X-65	22,000 (152)
X70	20,000 (138)

The ratio of body yield strength and body ultimate tensile strength of each test pipe on which body yield strength and body ultimate tensile strength are determined, shall not exceed 0.90.

The ultimate tensile strength of the weld shall be equal to or better than the specified minimum tensile strength of the base metal.

The minimum elongation of base metal shall be determined in accordance with the formula given in foot note (a) of Table-3B and shall comply with the minimum values of API Spec. 5L Appendix D. However elongation in no case shall be less than 20%. API Spec. 5L Appendix D stands modified accordingly.

5 DIMENSIONS, WEIGHTS, LENGTHS, DEFECTS, AND END FINISHES

Each pipe shall be measured for conformance to API 5L requirements. All dimensions and tolerances shall be measured and recorded.

5.1 Wall Thickness

In addition to API requirements, the wall thickness of each pipe shall be checked along the circumference at both ends and at the mid location of pipe body at 12 o'clock, 3 o'clock, 6 o'clock and 9 o'clock positions. The wall thickness tolerances shall comply with the requirements of this specification.

The tolerances on specified wall thickness shall be (+) 15% and (-) 0%. API Spec. 5L Table 9 stands cancelled.

5.1 Length

All pipes shall be supplied with length between 10 meter and 13 meter but not more than transportable by Road Trucks according to prevailing legislation. Thickness wise average length of pipes supplied shall not be less than 12 meter. API 5L Table 11 shall not be applicable. Overall length tolerance shall be (-) zero and (+) one length to complete the ordered quantity.

Each pipe shall be measured for conformance to above requirements and all measurements shall be recorded.

5.2 Straightness

The deviation from a straight line for all pipe sizes shall not exceed 12mm. Each pipe shall be checked for conformance to the requirements. Straightness shall be measured and recorded at least 3 times per operating shift (12 hours maximum).

5.3 Pipe Ends

5.3.1 General

Pipes shall be furnished with plain ends.

5.4.2 Plain Ends

Unless specified otherwise, the pipe ends shall be bevelled as per API Spec. 5L.

In removing the inside burrs at the pipe ends, care shall be taken not to remove excess metal and not to form an inside cavity or bevel. Removal of excess metal beyond the minimum wall thickness as indicated in para 7.3 of this specification, shall be a cause for rebeveling. In case root face of bevel is less than that specified, the pipe ends shall be rebevelled and rectification by filing or grinding shall not be done.

5.4.3 Bevel Protectors

Both pipe ends of all pipes shall be provided with metallic or high impact plastic bevel protectors as per Manufacturer's standard. Bevel protectors shall be of a design such that they can be re-used by coating contractor for providing on coated pipes subsequent to coating of line pipes.

6 INSPECTION AND TESTING

6.1 All pipes shall be hydrostatically tested.

6.2 All pipes shall be tested by U.T. / Eddy Current Test

6.3 Material Test Certificates (Physical properties, Chemical composition, Heat Treatment Report, NDT Reports & dimension test report shall also be furnished.

6.4 As an alternate of skelp/plate ultrasonic testing, the pipe body may be tested by ultrasonic testing. The coverage area shall be 100%.

7 MARKING**7.1 General**

Marking specified in API Paragraphs and otherwise specified in the Purchase Order shall be in English language and International System (SI) of units. Marking shall comply with Appendix I of API Spec 5L and as modified in this specification.

8 COATING AND PROTECTION**8.1 Coatings**

Unless otherwise specified in the Purchase Order, the pipes shall be delivered bare, free of any trace of oil, stain, grease and paint. Varnish coating shall be applied on the marking area. Bevels shall be free of any coating.

9 DOCUMENTS**9.1 Retention of Records**

In addition to the records indicated in APL Spec 5L Table 27, the Manufacturer shall retain the records of all additional tests and calibration records mentioned in this specification including the hard copy records of ultrasonic testing carried out on pipe/skelp as well as pipe ends.

9.2 Production Report

The Manufacturer shall provide six copies of production report in English language indicating at least the following for each pipe. International system of units (SI) shall be adopted.

- Pipe number
- Heat number from which pipe is produced
- Pipe length and weight
- Pipe grade

The Manufacturer shall provide six copies of acceptance certificates which shall include the results of all tests required as per this specification and performed on delivered material giving details

The certificates shall be valid only when signed by the Purchaser's Representative. Only that pipes which have been certified by the Purchase's Representative shall be dispatched from the pipe mill.

9.3 Line Pipe Traceability Data

The manufacturer shall establish and follow procedures for maintaining heat and lot identity of all pipes as per Supplementary Requirements SR 15.2 of API Spec. 5L.

10 INSPECTION OF FIELD TEST AND WARRANTY

Purchaser shall be reimbursed by Manufacturer for any pipe furnished on this order that fails under field hydrostatic test if such failure is caused by a material/manufacturing defect in the pipe. The reimbursement cost shall include pipe, labour and equipment rental for finding, excavating, cutting out and installation of replaced pipe in position. The field hydrostatic test pressure will not exceed that value which will cause a calculated hoop stress equivalent to 95 percent of specified minimum yield strength.

In case Manufacturer so desires, he will be advised at least two week in advance so that his representative may witness the hydrostatic test in field. However, the testing and leak (if any) finding and repair operation shall not be postponed because of absence of the Manufacturer's Representative.

11 Pipe Loading

The manufacturer / coater shall submit calculations and sketch

for loading / unloading & stacking of Bare / Coated pipes at all points, e.g. warehouse (ex-works) loading on trailers as per API RP 5L1.

APPENDIX-I

MARKING INSTRUCTIONS FOR API LICENSEES (NORMATIVE)

I.1 General

I.1.1 Marking shall also include Purchase Order number, item number, pipe number, heat number and weight.

I.2 Location of Markings

Paint used for stencil marking shall withstand a temperature up to 250°C expected to be experienced during further external anti-corrosion coating operations of line pipe by coating applicator.

I.3 Sequence of Marking

I.3.4 SPECIFIED DIMENSIONS

Actual pipe weight in kg shall also be marked.

I.3.5 GRADE AND CLASS

A colour code band shall be marked on inside surface of finished pipe for identification of pipes of same diameter but different wall thickness, as indicated in the Purchase Order. The colour code band shall be 50 mm wide and shall be marked at a distance of 150 mm from the pipe ends.

I.5 Length

Actual length shall be marked in metres.

I.7 Die Stamping

Additionally, the pipe number shall be placed by cold rolling or low stress dot marking on the outside surface of the pipe at an approximate distance of 50 mm from both ends. In case of non-availability of either cold rolling or low stress dot marking facility in pipe mill, an alternative marking scheme of a permanent nature may be proposed by the Manufacturer.

**SPECIFICATION FOR
3-LAYER POLYETHYLENE COATING OF LINE PIPES**

CONTENTS

1.0	SCOPE
2.0	REFERENCE DOCUMENTS
3.0	PLANT SCALE AND INSTALLATION
4.0	MATERIALS
5.0	FUNCTIONAL REQUIREMENTS AND PROPERTIES OF COATING
6.0	MEASUREMENT AND LOGGING
7.0	COATING PROCEDURE AND QUALIFICATION
8.0	PIPE SURFACE PREPARATION
9.0	COATING APPLICATION
10.0	INSPECTION AND TESTING
11.0	HANDLING, TRANSPORTATION AND STORAGE
12.0	REPAIR OF COATING
13.0	MARKING
14.0	QUALITY ASSURANCE

ANNEXURE-I : COMBINATION OF COATING MATERIALS

1.0 **SCOPE**

This specification covers the minimum requirements for supply/ arrangement of all materials, plant, equipment, plant sites, consumables, utilities and application including all labour, supervision, inspection and tests etc. for application of external anti-corrosion coating of pipes by using 3 Layer Side Extruded Polyethylene Coating conforming to DIN-30670, 1991, 'Polyethylene Coating of Steel Pipes and Fittings' and the requirements of this specification.

2.0 **REFERENCE DOCUMENTS**

Reference has also been made to the latest edition of the following standards, codes and specifications. The edition enforce at the time of floating the enquiry shall be termed as latest edition.

a	ASTM D-149	:	Standard Test Methods of Dielectric Breakdown voltage and Dielectric strength of solid electrical insulating materials at commercial frequencies.
b	ASTM D-257	:	Standard Test Methods for D-C Resistance or conductance of insulating materials.
c	ASTM D-543	:	Standard Method of Test for Resistance of Plastics to Chemical Reagents.
d	ASTM D-570	:	Standard Method of Test for Water Absorption of Plastics.
e	ASTM D-638	:	Standard Test Method for Tensile Properties of Plastics.
f	ASTM D-792	:	Standard Test Method of Specific Gravity and Density of Plastics by Displacement.
g	ASTM D-1238	:	Test Method for Low Rate of Thermoplastics by Extrusion.
h	ASTM D-1525	:	Test Method for Vicat Softening Temperature of Plastics
i	ASTM D-1603	:	Test Method for Carbon Black in Olefin Plastics
j	ASTM D-1693	:	Test Method for Environmental Stress

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Cracking of Ethylene Plastics

- | | | | |
|----|--------------|---|--|
| k | ASTM D-2240 | : | Test Method for Rubber Property -Durometer Hardness |
| l | ASTM D-3895 | : | Test Method for Oxidative - Induction Time of Polyolefins by Differential Scanning Calorimetry |
| m | ASTM G-42 | : | Tentative Methods for Cathodic disbonding of Pipeline Coatings Subjected to Elevated or Cyclic Temperatures |
| n | API RP 5L1 | : | Recommended practice for Rail road Transportation of Linepipe. |
| o. | API RP 5LW | : | Transportation of Line Pipe on barges and marine vessels |
| p. | DIN EN 10204 | : | Metallic Products - Types of Inspection Documents |
| q. | DIN 53735 | : | Testing of Plastics: Determination of Melt Index of Thermoplastics. |
| r. | ISO 8502-3 | : | Preparation of Steel Substrates before Application of Paints and Related Products - Part-3 - Assessment of Dust on Steel Surfaces Prepared for Painting (Pressure Sensitive Tape Method) |
| s. | ISO 9002 | : | Quality Systems : Specification of Production and Installation |
| t. | ISO 11124 | : | Preparation of Steel Substrates Before Application of Paints and Related Products |
| u. | SIS 055900 | : | Preparation of Steel Substrates before Application of Paints and Related Products - Visual Assessment of Surface Cleanliness. |
| v. | APL 5L | : | Specification for Line Pipe |
| w. | ASME B 31.8 | : | Gas Transmission and Distribution Piping Systems |

- x. ASME B 31.4 : Liquid Transportation systems for Hydrocarbons, Liquid petroleum Gas Anhydrous ammonia, and Alcohols
- y. CSA Z245.20-98 : External Fusion Bond Epoxy Coating for Steel Pipe

The CONTRACTOR shall be familiar with the requirements of these documents and shall make them readily available at the coating plant to all persons concerned with carrying out the works specified in this specification.

3.0 PLANT SCALE AND INSTALLATION

- 3.1 CONTRACTOR shall size coating plant(s) after evaluating the scale of work and the time schedule required for the works. Coating plant(s), both new and existing shall be installed into a yard whose geometry and dimensions are such as to allow the execution of a continuous work schedule. For this purpose the CONTRACTOR shall ensure nonstop work execution owing to prohibitive adverse weather conditions and install requisite equipment and plant in roofed and adequately weather protected areas.
- 3.2 Plant equipment, machinery and other facilities shall be in first class operating condition to atleast meet the job requirements of quality and production. Worn out and improvised plants are not acceptable.
- 3.3 The CONTRACTOR shall, at his own responsibility and cost, provide and prepare all necessary area for the storage of bare and coated pipe and all other materials, for coating yard, stock-piling and other temporary installation. For each area, CONTRACTOR shall provide necessary agreements as required with the land Owner(s) / relevant Authorities, and, on work completion, to clean, restore and pay servitude and claims for damages, as applicable.
- 3.4 CONTRACTOR shall at its own responsibility and cost, provide for water and power supply and other utilities and consumables and obtain authorization regarding access roads and other permits required for the execution of works conforming to all the requirements of the governing authorities.
- 3.5 CONTRACTOR shall at its own expense provide a fully equipped laboratory and test facilities with adequate inventory to carry out tests required for the procedure qualification and during regular production. Outside testing for qualification and regular production is not acceptable to

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

COMPANY.

- 3.6 The CONTRACTOR shall be fully responsible for adherence to all statutory regulations applicable for handling and disposal of the hazardous chemicals during the coating works.
- 3.7 The CONTRACTOR shall be responsible for obtaining all statutory approvals/ clearances from relevant Authorities including Pollution Control Board, as applicable for the coating plant(s).

4.0 MATERIALS

- 4.1 The three layer coating system shall comprise of a powder epoxy primer, polymeric adhesive and a polyethylene top coat. Coating materials shall be suitable for the service conditions and the pipe sizes involved. The coating materials i.e. epoxy powder, adhesive and polyethylene compound shall have proven compatibility. The coating system and materials shall be pre-qualified and approval COMPANY in accordance with provision Annexure-I of this specification. CONTRACTOR shall obtain prior approval from COMPANY for the coating system and coating of all materials.
- 4.2 The coating materials Manufacturer shall carry out tests for all properties specified in para 5.3.1 and 5.3.2 for each batch of epoxy, adhesive and polyethylene compound. In addition, the Manufacturer shall also furnish Infra-red Scan for each batch of epoxy powder. The coating materials manufacturer shall issue test certificates as per DIN EN 10204, 3.1B for each batch of materials supplied to CONTRACTOR and the same shall be submitted to COMPANY for approval prior to their use.
- 4.3 In addition to Manufacturer's certificate, the CONTRACTOR shall draw samples from each batch of epoxy, adhesive and polyethylene in the presence of COMPANY Representative and test for the following properties at the coating yard at least one week prior to its use, to establish compliance with the Manufacturer's certificates.

a) Epoxy Powder

- i. Gel Time
- ii. Cure Time
- iii. Moisture Content
- iv. Thermal Characteristics (Tg1, Tg2, ΔH)

b) Adhesive

- i. Specific Gravity
- ii. Melt Flow Rate
- iii. Vicat Softening Point

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05**c) Polyethylene**

- i. Melt Flow Rate
- ii. Specific Gravity
- iii. Vicat Softening Point
- iv. Moisture Content
- v. Oxidative Induction Time

In case of failure of any of the above tests in a batch, that batch of material shall be tested for all other tests required as per para 5.3.1 and 5.3.2 including the tests which failed. If all tests pass, the batch shall be accepted for coating. If any of the tests fail, entire batch of material shall be rejected and shall not be used for the coating.

4.4 All materials to be used shall be supplied in sealed, damage free containers and shall be suitably marked and identifiable with the following minimum information:

- Name of the manufacturer
- Type of material
- Batch Number
- Place and Date of Manufacture
- Shelf Life/ Expiry Date (if applicable)
- Quantity

4.5 All materials noted to be without above identification shall be deemed suspect and shall be rejected by COMPANY. Such materials shall not be used for coating and shall be removed from site and replaced by CONTRACTOR at its expense.

4.6 CONTRACTOR shall ensure that all coating materials properly stored in accordance with the Manufacturer's recommendation at all times, to prevent damage and deterioration in quality prior to use.

4.7 CONTRACTOR shall be required to use all materials on a date received rotation basis, i.e. first in-first used basis.

5.0 FUNCTIONAL REQUIREMENTS AND PROPERTIES OF COATING

5.1 The coating must be able to withstand a maximum in service operating temperature of +65°C and shall conform to 'S' Type of coating as per DIN 30670. In addition, in open storage the coating must be able to withstand a temperature of at least +80°C, without impairing its serviceability and properties specified.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 5.2 The top coat polyethylene used shall be black readymade compound, fully stabilized against influence of ultraviolet radiation (.e. sunlight), oxygen in air and heat (due to environmental temperature as specified above). No appreciable changes shall occur during exposure to such environments up to at least a period of 6000 hours. The CONTRACTOR shall submit certificate from Manufacturer in this regard.

5.3 Properties

Properties of coating system and coating material shall comply the requirements indicated in subsequent paragraph. In case the coating/ material properties are tested as per test methods/ standards other than specified herein below, the same may be accepted provided the test procedures and test conditions are same or more stringent than the specified.

5.3.1 Properties of Epoxy Powder and Adhesive

CONTRACTOR shall choose such a brand of epoxy powder and adhesive that will achieve the functional requirements and properties of coating system as specified in para 5.1 and 5.3.3 of this specification respectively. Epoxy powder properties shall be as per CSA Z245.20.98. The colour of epoxy powder shall be either green or dark red or any other colour approved by COMPANY except grey colour. Copolymer grafted adhesive shall have the following properties.

Sl. No.	Properties	Unit	Requirement	Test Method
a.	Melt Flow Rate (190°C / 2.16 kg)	g/10 minute	1.0	ASTM D1238
b.	Vicat Softening Point	°C	100 min.	ASTM D1525
c.	Specific Gravity	-	0.926 min.	ASTM D792

5.3.2 Properties of Polyethylene Compound

Sl. No.	Properties	Units	Requirement	Test Method
a.	Tensile Strength @+25°C	N/mm ²	17 min.	ASTM D 638
b.	Melt Flow Rate (190°C / 2.16 kg)	g/10 minute	0.25 min.	ASTM D 1238 or DIN

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

				53735
c.	Specific Gravity @+25°C	-	0.926 min. (MDPE) 0.941 min. (HDPE)	ASTM D 792
d.	Hardness @+25°C	Shore D	50 min.	ASTM D 2240
e.	Water Absorption, 24 hours, @+25°C	%	0.05 max	ASTM D 570
f.	Volume Resistivity @+25°C	Ohm-cm	10 ¹⁵ min	ASTM D 257
g.	Dielectric withstand, 1000 Volt/sec rise @+25°C	Volts/ mm	30,000 min	ASTM D 149
h.	Vicat Softening Point	°C	110 min.	ASTM D 1525
i.	Elongation	%	600 min.	ASTM D 638
j.	Oxidative Induction Time in Oxygen at 220°C, Aluminium pan, no screen	Min	10	ASTM D3895
k.	Environmental Stress Crack Resistance (ESCR) (for F50) - Medium Density, Condition "C" - High Density, Condition "B"	Hour s	300 300	ASTM D1693
l.	Carbon Black Content	%	2 min.	ASTM D1603

5.3.3 Properties of Coating System

Sl. No.	Properties	Unit	Requirement	Test Metho d
a.	Bond Strength (using Type 2 Test Assembly i.e. Dynamometer) - @ 20±5°C - @ 60±5°C	Kg/cm	8.0 min 5.0 min.	DIN 30670
b.	Impact Strength (min. of 30 impacts on body along the length. No breakdown allowed when tested at 25 kV)	Joules per mm of coating thickness	7 min	DIN 30670

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

c.	Indentation Hardness - @ 23±2°C - @ 70±2°C	mm	0.2 max 0.3 max	DIN 30670
d.	Elongation at Failure	%	300 min.	DIN 30670
e.	Coating Resistivity (*)	Ohm-m ²	10 ⁸ min.	DIN 30670
f.	Heat Ageing (*)	-	Melt flow rate shall not deviate by more than 35% of original value	DIN 30670
g.	Light Ageing (*)	-	Melt flow rate shall not deviate by more than 35% of original value	DIN 30670
h.	Cathodic Disbondment - @+65°C after 30 days - @+65°C after 48 hrs	mm radius of disbondment (**)	15 max. 7 max.	ASTM G42
i.	Degree of Cure of Epoxy - Percentage Cure, ΔH - ΔT _g	% °C	95 +3/ -2	CSA Z245.20-98(*)

(*) Test carried out in an independent laboratory of national/ international recognition on PE top coat is also acceptable.

(**)Disbandment shall be equivalent circle radius of total unsealed area as per ASTM G42.

(***) Temperature to which the test specimens are to be heated during cyclic heating shall however be as per the recommendations of epoxy powder manufacturer.

6.0 **MEASUREMENT AND LOGGING**

CONTRACTOR shall maintain records in computer using MS ACCESS database Software containing all the relevant data of individual pipe and pipe coating including pipe number, heat number, diameter, length, wall thickness, defects, coating number, batches of materials, sampling, testing, damages, repairs, rejects and any other information that COMPANY considers to be relevant and required for all incoming bare pipes and COMPANY approved outgoing coated pipes as applicable. CONTRACTOR's documentation shall be designed to ensure full

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

tractability of pipe and coating materials through all stages of coating and testing. CONTRACTOR shall submit this information in the form of a report at the agreed intervals. The above data shall be provided in MS ACCESS format in Compact Disc (CD), CONTRACTOR shall provide one Computer Terminal to COMPANY Representative for monitoring / tracking of the above. The CONTRACTOR shall also submit the material balance details to COMPANY for information at the end of each shift.

7.0 COATING PROCEDURE AND QUALIFICATION

7.1 Upon the award of the CONTRACT, the CONTRACTOR shall submit within two(2) weeks, for COMPANY approval, a detailed report in the form of bound manual outlining, but not limited to the following:

- a. Details of plant(s), locations, layout, capacity and production rate(s).
- b. Details of the equipment available to carry out the coating works including surface preparation, epoxy powder application and its recycling system, adhesive & polyethylene extrusion, moisture control facilities available for coating materials.
- c. Details of process control and inspection equipment required for the coating process such as temperature control, thickness control, holiday testers, etc.
- d. Details of chemicals pre-treatment facilities including process control and inspection equipment for phosphoric acid wash, de-ionised-ionised water wash and chromate wash.
- e. Facilities in the yard for unloading, handling, transport, production, storage, stockpiling, loading of bare and coated pipes and warehouses for storage of other coating materials.
- f. Plant Organization Chart and availability of manpower including coating specialist.
- g. Details of utilities/facilities such as water, power, fuel, access roads and communication etc.

After approval has been given by COMPANY, no change in plant set-up shall be made. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

7.2 At least two(2) weeks prior to the commencement of production coating, a detailed procedure of CONTRACTOR's methods, material proposed, etc., shall be formulated by CONTRACTOR and submitted for COMPANY's approval in the form of a bound manual. The procedure shall include, but not limited to the following information and proposals:

- a. Pipe inspection at the time of bare pipe receipt.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- b. Steel surface preparation, including preheating, removal of steel defects, method of pipe cleaning, dust removal, abrasive blast cleaning and surface profile, methods of measurements and consumables.
- c. Complete details of chemical pre-treatment viz phosphoric acid wash, de-ionised water wash, and chromate wash including product data sheets, health and safety sheets and manufacturer's recommended application procedure.
- d. Pipe heating, temperatures and control prior to epoxy application.
- e. Complete details of raw materials including current data sheets showing values for all the properties specified together with quality control and application procedure recommendation from manufacturer(s).
- f. Application of FBE powder, adhesive and polyethylene, including characteristics, temperature, line speed, application window, curing time, etc.
- g. Quenching and cooling, including time and temperature.
- h. Quality assurance system, Inspection and test plan and reporting formats, including instrument and equipment types, makes and uses etc.
- i. Detailed method of repair of coating defects duly classified depending upon nature and magnitude of defects and repairs thereof including coating stripping technique.
- j. Details of instrument and equipment calibration methods including relevant
- k. Standards and examples of calibration certificates.
- l. Complete details and inventory of laboratory and equipment for procedure qualification and regular production.
- m. Pipe handling and stock piling procedures.
- n. Sample of recording and reporting formats, including laboratory reports, certificates and requirement as per clause 6.0 of this specification.
- o. Complete details of test certificates for raw materials including test methods and standards used.
- p. Test certificates from PE compound manufacturer for tests for thermal aging coating resistivity and aging under exposure to light. These test certificates shall not be older than three years.
- q. Health, safety and environment plans.
- r. Storage details of coating materials and chemicals.
- s. Continuous temperature monitoring at various stages of coating.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Procedure Qualification Tests (PQT) shall be carried out only after obtaining written approval of the above procedure from COMPANY. No change in the procedure shall be made after approval has been given by the COMPANY. However, unavoidable changes shall be executed only after obtaining written approval from COMPANY.

- 7.3 Prior to start of production, the CONTRACTOR shall, at his expense, carry out a coating PQT for each pipe diameter on max. wall thickness, for each type of pipe, for each coating material combination, and for each plant, to prove that his plant, materials, and coating procedures result in a quality of end product conforming to the properties stated in clause 5.3, relevant standards, specifications and material manufacturer's recommendations. CONTRACTOR shall give seven (7) working days' notice to witness all procedures and tests.

A batch representing a normal production run, typically 15 pipes shall be coated in accordance with the approval coating procedure and the coating operations witnessed by COMPANY Representative. Out of these pipes, at least one pipe shall be coated partly with epoxy and partly with both epoxy and adhesive layers.

At least 5 (five) test pipes shall be selected by Company Representative for coating procedure approval tests and shall be subjected to procedure qualification testing as described hereinafter. All tests shall be witnessed by COMPANY's representative. Out of 5(five) test pipes 1(one) pipe shall be coated partly with epoxy and partly with both epoxy and adhesive layers. Remaining 4(four) test pipes shall be coated with all three layers.

During PQT, the CONTRACTOR shall qualify various procedures forming a part of coating operations as detailed subsequently.

7.4 Qualification of Procedures**7.4.1 Epoxy Powder Application & Recycling**

During pre-qualification, air pressure in the epoxy spray guns, satisfactory functioning of monitoring system, line speed vs coating thickness, etc. shall be established. Dew point of air used to supply the fluidized bed, epoxy spray system and epoxy recycling system shall be recorded during the PQT.

Also, the CONTRACTOR shall remove samples of reclaimed powder from the reclamation system. These of reclaimed powder shall be subject to a detailed visual examination, thermal analysis and moisture content tests. The properties of the reclaimed powder shall be within the range specified by the Manufacturer of epoxy powder. In case the properties of the reclaimed powder are out of the range specified by the Manufacturer, CONTRACTOR shall not the use the reclaimed powder during the regular production.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05**7.4.2 Pipe Pre-Heating**

The CONTRACTOR shall establish the temperature variation due to in-coming pipe temperature, line speed variation, wall thickness variation, emissivity, interruptions, etc. and document the same during the PQT stage. During PQT, proper functioning of pipe temperature monitoring and recording system including alarm/ hooter shall be demonstrated to the COMPANY Representative.

7.4.3 Surface Preparation

The procedure to clean and prepare the pipe surface shall be in accordance with the requirements of this specification. The ratio to shots to grits shall be established during procedure qualification testing, such that the resultant surface profile is not dished and rounded. The qualification shall be performed through a visual inspection, measurement of roughness and check of the presence of dust in the abrasive blast cleaned pipe surface.

7.4.4 Chemical Pre-Treatment**7.4.5 Phosphoric Acid Wash followed by De-ionised Water Wash**

The procedure to apply the chemical pre-treatment viz. phosphoric acid wash followed by de-ionised water wash shall be in accordance with the recommendation of the manufacturer and shall result in intended cleaning requirements of this specification. Working solution preparation, maintaining concentration, application procedure including method of spreading, spreading rate, drying times, etc. Depending upon the cleanliness/ temperature of the incoming pipe and the line speed shall be established. Temperature of the chemical, pipe pre-heat temperature vs line speed vs dwell time, rinsing procedure, testing & control, rectificatory measures, drying procedure etc. shall be clearly established during PQT. Also the quality of the deionised water shall be established during PQT.

7.4.6 Chromate Treatment

The procedure to apply the chromate treatment shall be in accordance with the recommendation of the manufacturer. Working solution preparation, maintaining concentration, application procedure including method of spreading, spreading rate, drying times, etc. depending upon the temperature of the incoming pipe and the line speed shall be established. Temperature of the chemical, pipe pre-heat temperature vs line speed, pipe heating after chromating and time limit within which the pipe to be heated, testing & control, rectificatory measures, shall be clearly established during PQT.

7.4.7 Coating Application

The COMPANY Representative will check the correctness of each coating application operation, values of the main parameters of each operation, pre-heating pipe surface temperature prior to epoxy powder application temperature, line speed, fusion bonded epoxy curing time, temperature and flow rate of co-polymer adhesive and polyethylene etc. and the same shall be recorded. These values shall be complied with during regular production.

7.5 Qualification of Applied Coating

7.5.1 Tests on pipe coated partly with epoxy and partly with epoxy & adhesive Layers

a. Degree of Cure

Epoxy film samples (min 4 Nos.) shall be scrapped from the coated pipe using hammer and cold chisel and the samples shall be taken for cure test using Differential Scanning Calorimetry (DSC) procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ΔT_g) and % cure (ΔH) shall comply the specified requirements.

b. Epoxy Layer Thickness

Epoxy layer thickness shall be checked at every one meter spacing at 3, 6, 9 and 12 o'clock positions. The thickness shall comply the specified thickness requirements.

c. Adhesive Layer Thickness

Adhesive layer thickness shall be checked at every one meter spacing at 3, 6, 9 and 12 o'clock positions. The thickness shall comply the specified thickness requirements.

d. Holiday Inspection

Entire pipe shall be subject to holiday inspection and the test voltage shall be set to exceed 5 v/micron of epoxy thickness specified for the portion coated only with epoxy layer.

e. Adhesion Test

- i) Adhesion Test (24 hrs or 48 hrs) shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245,20-98, Table4.
- ii) Adhesion of FBE shall also be separately determined at ambient temperature at two locations by the "St Andrews Cross" method and the test shall comply with the specified requirements.

f. 2.5° Flexibility Test

2.5° Flexibility test shall be carried out on the epoxy coated pipe at test temperature of 0°C. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245,20-98, Table-4.

g. Cross-section & Interface Porosity Test

Cross section porosity and interface porosity tests shall be carried out on the epoxy coated pipe. Test method, no. of test specimen and acceptance criteria shall comply CSA Z.245,20-98, Table-4.

7.5.2 Tests on pipes coated only with all three layers

a. Bond Strength

Three test pipes shall be selected for bond strength tests. On each of the selected pipes, three bond strength test shall be performed for each specified temperature i.e. one at each end and one in the middle of the pipe and specified requirements shall be complied with, i.e. bond strength as well as mode of separation. Length of peel shall be minimum 65mm. None of these samples shall fail.

b. Impact Strength

Three test pipes shall be selected for impact strength test and the test shall meet the requirement.

c. Indentation Hardness

Two samples for both the temperatures from all pipes shall be taken. If any one of these samples fail to satisfy the requirements, then the test shall be repeated on four more samples. In this case, none of the samples must fail.

d. Elongation at Failure

Six samples each from two coated pipes i.e. 12 samples in all shall be tested and the test shall comply the specified requirement. Only one sample per pipe may fail.

e. Cathodic Disbondment Test

Two CD test shall be carried out for the total lot of test pipes having all three layers. One test shall be carried out for 30 days duration and another test for 48 hours duration. The tests shall comply the specified requirement. Whenever Procedure Qualification is necessitated for different pipe size with same coating material combination, 48 hours test only be conducted. 30 days CD test is not mandatory in this case.

f. Holiday Inspection

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

All the pipes shall be subject to holiday inspection. The test voltage shall be as specified in para 10.4(b)

g. Coating Thickness Measurement

All pipes shall be subject to coating thickness measurement. Acceptance criteria shall be as per para 10.3

h. Air Entrapment

One sample each from pipe body and on weld (if applicable) shall be taken from all four coated pipes and the specified requirements shall be complied with.

i. Degree of Cure

Epoxy film samples (minimum 4 no., equally spaced) shall be scrapped from one coated pipe and the samples shall be taken for cure test using Differential Scanning Calorimetry (DSC) procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ΔT_g) and % cure (ΔH) shall comply with the specified requirements.

7.5.3 Inspection of all test pipes

All pipes shall be subject to the following inspections:

- a. Surface cleanliness, surface roughness measurements and dust control immediately after second abrasive blast cleaning and salt test immediately after De-ionised water wash.
- b. pH of pipe surface before and after phosphoric acid wash.
- c. Visual inspection of chromate coating.
- d. Visual inspection of finished coating cut back dimension, internal/ external cleanliness, end sealing and bevel inspection.

Acceptance criteria for all inspection and testing shall be as specified in this specification.

7.6 After completion of the qualification tests and inspection as per para 7.4 and 7.5 above, the CONTRACTOR shall prepare and issue to COMPANY for approval a detailed report of the above tests and inspection including test reports/ certificates of all materials and coatings tested. Only upon written approval from COMPANY, CONTRACTOR shall commence production coating.

7.7 On successful completion of PQT, coating of all five (5) test pipes shall be removed and completely recycled as per the approved coating procedure specification, at CONTRACTOR's expense. Remaining pipes will be accepted by COMPANY provided they meet the requirements of this specification and need not be stripped and re- cycled.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 7.8 The CONTRACTOR shall re-establish the requirements of qualification and in a manner as stated before or to the extent considered necessary by COMPANY, in the event of, but not limited to, the following :
- Every time there is a change in the previously qualified procedure.
 - Every time there is a change in the manufacturer and change in formulation of any of the raw materials and change in location of raw material manufacture.
 - Every time the coating yard is shifted from one location to the other or every time the critical coating equipment's (induction heater, epoxy spray system, extruder, etc) are shifted.
 - Any change in line speed during coating application.
 - Any time when in COMPANY's opinion the properties are deemed to be suspect during regular production tests.
- 7.9 COMPANY reserves the right to conduct any or all the test required for qualification through an independent laboratory or agency at the cost of CONTRACTOR when in COMPANY's opinion, the results are deemed suspect. COMPANY's decision shall be final.
- 8.0 PIPE SURFACE PREPARATION**
- 8.1 Unless specified otherwise, the pipes shall be supplied free from mill applied oils but may be subject to contamination occurring during transit.
- 8.2 Prior to cleaning operation, CONTRACTOR shall visually examine the pipes and shall ensure that all defects, flats and other damages have been repaired or removed. The CONTRACTOR shall also remove marking stickers, if any, present within the pipe. Record shall be kept of such marking on the stickers of ensure traceability of pipe after coating.
- 8.3 Any oil, grease, salt or other contaminants detrimental to the formation of a good coating bond or coating quality shall be removed prior to coating application. Contaminants may be removed by the use of non-oily solvents. Gasoline or kerosene shall not be used for this purpose. Visible oil and grease spots shall be removed by solvent wiping. Solvents cleaning shall be in accordance with SSPC-SP1. Steel surface shall be allowed to dry before abrasive cleaning.
- 8.4 All pipes shall be preheated to a temperature 65°C to 85°C prior to abrasive blast cleaning. The external surface of the pipe shall be cleaned using 2 no. dry abrasive blasting cleaning units to achieve the specified surface cleanliness and profile. After first abrasive blast cleaning, chemical pre-

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

treatment with phosphoric acid solution as per para 8.6 shall be carried out prior to second abrasive blast cleaning. However at the option of CONTRACTOR, chemical pre-treatment with phosphoric acid solution as per para 8.6 may be carried out after the second abrasive blaster.

The abrasive blast cleaning units shall have an effective dust collection system to ensure total removal of dust generated during blast cleaning from the pipe surface. The equipment used for abrasive blast cleaning shall meet the specified requirements and shall be free from oil, water soluble salts and other forms of contamination to ensure that the cleaning process is not impaired. Traps, separators and filters shall be checked for condensed water and oil at the start of each shift and emptied and cleaned regularly. During abrasive blast cleaning the metallic abrasive shall be continuously sieved to remove “fines” and “contaminates” and the quality checked at every four hours. Abrasive used for blast cleaning shall comply ISO- 11124.

8.5 Suitable plugs shall be provided at both pipe ends to prevent entry of any shot/grit into pipe during blast cleaning operations. These plugs shall be removed after blast cleaning. Alternatively the CONTRACTOR may link pipes suitably together to prevent the entry of any short/grit into the pipe.

8.6 Chemical Pre-treatment with Phosphoric Acid Solution

8.6.1 All pipes shall provide chemical pre-treatment with phosphoric acid solution. 10% solution of phosphoric acid, Oakite 31 / 33 or equivalent, shall be used to remove all soluble salts and other soluble contaminations.

The CONTRACTOR shall provide data sheets and supporting documentation for the phosphoric acid to be used. The documentation shall verify that the phosphoric acid is suitable for the treatment of line prior to the application of the specific fusion bonded epoxy powder being applied and the final coating will meet fully the requirements of this specification.

8.6.2 The pipe temperature immediately prior to the phosphoric acid treatment shall be in the range of 45 to 75 °C. Phosphoric acid treatment shall be followed immediately by washing with de-ionised water. Deionised water used shall conform to the following requirements :

Sl. No.	Properties	Unit	Requirement
a.	Turbidity	NTU	1 max.

b.	Conductivity	µmho/cm	5 max.
c.	Hardness	-	Nil
d.	Total Alkalinity as CaCO ₃	mg/l	2 to 3
e.	Chloride as Cl	mg/l	1 max.
f.	Sulphate as SO ₄ =	mg/l	1 max.
g.	PH	-	6.5 to 7.5

Tests to determine the above properties shall be carried out in accordance with “Standard Methods for the Examination of Water and Wastewater” published jointly by American Public Health Association, American Water Works Association and Water Pollution Control Federation.

Quality of the deionised water shall be monitored at the start of each shift and at every four hours interval. Non-compliance of deionised water wrt the above requirements shall cause for stoppage of the operations.

- 8.6.3 The pH of the pipe surface shall be determined both before and after the de-ionised water rinse initially on each pipe and in case of consistent results, the frequency may be relaxed to once per hour at the discretion of COMPANY Representative. The measured pH shall be as follows :

Before de-ionised water wash: 1 to 2

After de-ionised water wash : 6 to 7

- 8.6.4 After the de-ionised water wash, the pipe shall be dried with dry air and preheated to a temperature of 65°C to 85°C.

- 8.6.5 The salt tests shall be carried out after de-ionised water rinse. One test shall be carried out at one end of each pipe. The acceptance criteria shall be 2µg/cm². An approved salt meter (SCM 400 or equivalent) shall be used to carry out salt tests and shall be calibrated in accordance with the equipment manufacturer’s recommendation.

- 8.7 Abrasive cleaning carried out shall be such that the resultant surface profile is not dished and rounded when viewed with 30X magnification. The standard of finish for cleaned pipe shall conform to near white metal finish to Sa 2½ of Swedish Standard SIS 055900 latest edition. Surface of pipe after abrasive blast cleaning shall have an anchor pattern of 50 to 70 microns (Rz). This shall be measured for each pipe by a suitable instrument such as surface profile depth gauge. In addition the pipe surface after blast cleaning shall be checked for the degree of cleanliness (Sa 2½), degree of dust and shape of profile. Degree of dust shall comply the requirements of ISO:8502- 3.

Acceptance limit shall be either quality rating 2 or Class 2.

- 8.8** All pipes shall be visually examined for presence of any shot/ grit/ loose material left inside the pipe during blast cleaning. Suitable mechanical means (stiff brush) shall be employed to remove the same before the pipes are processed further. In addition, inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/ sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focused at the middle of the pipe at one end while inspection is carried out visually from other end. Any foreign material or shots/ grit present in the pipe shall be completely removed by mechanical/ brush, high pressure air jets, by tilting of pipe etc.
- 8.9** At no time shall the blast cleaning be performed when the relative humidity exceeds 85%. The CONTRACTOR shall measure the ambient conditions at regular intervals during blast cleaning and coating operations and keep records of prevailing temperature, humidity and dew point.
- 8.10** The blast cleaned surface shall not be contaminated with dirt, dust, metal particles, oil, water or any other foreign material, nor shall be surface or its anchor pattern be scarred or burnished. All blast cleaned pipe surface shall be kept in dust free enclosure prior to coating. After blast cleaning, all surfaces shall be thoroughly inspected under adequate lighting to determine anchor pattern, quality of blasting and identify any surface defects prior to coating application. All surface defects such as slivers, scab, burns, laminations, welds spatters, gouges, scores, indentations, slugs or any other defects considered injurious to the coating integrity made visible during blast cleaning shall be reported to the COMPANY Representative and on permission from COMPANY Representative, such defects shall be removed by filing or grinding. After any grinding or mechanical repairs, the remaining wall thickness shall be checked and compared with specified thickness. Any pipes having thickness less than 95% of specified thickness shall be kept aside and disposed off as per the instructions of COMPANY Representative. The method employed to remove surface defects shall not burnish or destroy then anchor pattern or contaminate the surface. Pneumatic tools shall not be used unless they are fitted with effective air/ oil and water traps. Where burnishing results in destruction of anchor pattern, the anchor pattern shall be restored by suitable means. Pipes which have damages repaired by grinding and have ground areas more than 50mm in diameter shall be re-blasted.
- Any dust or loose residues that have been accumulated during blasting and/ or during filing/ grinding operations shall be removed by vacuum cleaning.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

If contamination of surface occurs, the quality of blast cleaning method and process shall be examined. If the surface roughness is outside the specified limit, the blast cleaning material shall be checked and replaced.

- 8.11** Upon Completion of the blasting operations, the quality control supervisor shall accept the pipe for further processing or return for re-blasting after removal of defects/ imperfections. In case imperfections are considered detrimental to the coating quality, the same shall be reported to COMPANY's Representative for final decision on rejection or re-blasting/ removal of defects. Re-blasting/ removal of defects or returning pipe to the yard shall be at the CONTRACTOR's cost.

COMPANY's Representative, in additions, reserves the right to initiate any of the above actions during periodic inspections for oil, dust, salt, imperfections, surface defects, lack of white metal finish etc.

- 8.12** In order to ensure that pipe with defects are not processed further, provisions shall be available to lift the pipes from inspection stand.

8.13 Chemical Pre-treatment with Chromate Solution

- 8.13.1** Following completion of abrasive blast cleaning, all pipe surfaces shall be chemically Pre-treated with a 10% strength chromate solution.

- 8.13.2** The CONTRACTOR shall provide data sheets and supporting documentation for the chemical to be used. The documentation shall verify that the chemical is suitable for the treatment of line pipe prior to the application of the specific fusion bonded epoxy powder being applied and the final coating will meet fully the requirements of this specification.

- 8.13.3** The chemical pre-treatment shall be applied fully in accordance with the chemical suppliers' instructions and in a manner that ensures 100% uniform coverage of the pipe surface without introducing surface contamination.

- 8.13.4** The CONTRACTOR shall check that the concentration for the chemical pre-treatment solution remains within the range recommended by the chemical manufacturer for the pipe coating process. The concentration shall be checked at the makeup of each fresh solution and once per hour, using a method approved by the chemical manufacturer. The CONTRACTOR shall also ensure that the chemical pre-treatment solution remains free from contamination at all times. Recycling of chemical pretreatment solution is not permitted.

- 8.13.5** The CONTRACTOR shall ensure that the temperature of the substrate is maintained between 40°C and 80°C and the chromate solution temperature

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

does not exceed 60° or as recommended by the manufacturer.

8.13.6 The chromate coating shall be smooth, even, free from runs, drips or excessive application and lightly adherent with no flaking of the coating. The chromate coated steel must be thoroughly dried immediately after application and shall be achieved by boiling off any residual solution on the surface.

8.14 The total allowable elapsed time between completion of the blasting operations and commencement of the pre-coating and heating operations shall be such that no detectable oxidation of the surface occurs. Relative humidity readings shall be recorded every half on hour during the blasting operations in the immediate vicinity of the operations. The maximum elapsed time shall not exceed the duration given below :

Relative Humidity %	Maximum elapsed time
> 80	2 hours
70 to 80	3 hours
< 70	4 hours

Any pipe not processed within the above time-humidity requirement shall be completely re-blasted. Any pipe showing flash rusting shall be re-blasted even if the above conditions have not been exceeded.

8.15 Pipe handling between abrasive blasting and pipe coating shall not damage the surface profile achieved during blasting. Any pipe affected by the damage to the surface exceeding 200mm² in area/ or having contamination of steel surface shall be rejected and sent for re-blasting.

9.0 COATING APPLICATION

The external surface of the cleaned pipe conforming to clause 8.0 of this specification shall be immediately coated with 3-layer extruded polyethylene coating in accordance with the procedures approved by COMPANY, relevant standards and this specification. In general, the procedure shall be as follows:

9.1 **Pipe Heating**

9.1.1 Immediately prior to heating of pipe, all dust and grit shall be removed from both inside and outside of the pipe by a combination of air blast, brushing and vacuum cleaning. Suitable arrangement shall be made to protect the bevel ends from getting damaged during the coating operation.

9.1.2 Induction heater or gas furnace shall be used for heating the pipe. The method shall be capable of maintaining uniform temperature along the total length of the pipe, and shall be such that it shall not contaminate the surface to be coated. In case of induction heating, appropriate frequency shall be

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

used to ensure 'deep heating' and intense skin heating is avoided. Gas fired heating system shall be well adjusted so that no combustion products are deposited on the steel surface. This shall be demonstrated on bare pipes prior to start of PQT. Oxidation of the cleaned pipe surfaces prior to coating (in the form of bluing or other apparent oxide formation) is not acceptable.

9.1.3 External surface of the pipe shall be heated to about 190°C or within a temperature range (min. to max.) as recommended by the powder manufacturer. Required pipe temperature shall be maintained as it enters the coating chamber.

9.1.4 Temperature of the pipe surface shall be continuously monitored & recorded by using suitable instruments such as infrared sensors, contact thermometers, thermocouples etc. The recording method shall allow to correlate each line pipe. The monitoring instrument shall be able to raise an alarm/ activate audio system (hooter) in the event of tripping of induction heater/ gas fired heater or in the event of pipe temperature being outside the range recommended by the manufacturer. Any deviation from the application temperature range recommended by manufacturer shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of temperature deviation shall be identified by marking and rejected. Such rejected pipes shall be stripped and recoated.

9.1.5 Temperature measuring & monitoring equipment shall be calibrated twice every shift and/ or as per COMPANY representative's instruction.

9.1.6 Contractor shall ensure that pipe surface emissivity variations are minimized during pipe heating. To avoid significant variance, more than once blasted joints should be coated at the same time and not mixed with joints blasted only once.

9.2 Pipe Coating

9.2.1 Subsequent to pipe heating, coating consisting of following layers shall be applied onto the pipe.

- i. Electrostatic application of epoxy powder of minimum dry film thickness 0.150 mm, unless otherwise specified. The maximum thickness shall not exceed the epoxy thickness specified by epoxy powder manufacturer.
- ii. Grafted co-polymer adhesive applied by extrusion, minimum thickness 0.200 mm.
- iii. Polyethylene coating by extrusion.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

The coated pipe shall be subsequently quenched and cooled in water for a period which shall sufficiently lower the temperature of pipe coating to permit handling and inspection.

9.2.2 Minimum total thickness of finished coating shall be as under :

Pipe Size (Specified Outside Diameter)	Minimum Coating Thickness (mm) (*)	
	Normal Type (n)	Reinforced Type (v)
Up to 10 ³ / ₄ " (273.1 mm)	2.0	2.7
Over 10 ³ / ₄ " (273.1 mm) to below 20" (508.0 mm)	2.2	2.9
From 20" (508.0mm) to below 32" (813.0 mm)	2.5	3.2
From 32" (813.0 mm) and above	3.0	3.7

(*) In case HDPE material is used as top coat, 10% reduction in minimum coating thickness specified is permissible.

Required coating thickness shall be Normal Type (n), unless otherwise specified.

9.2.3 Coating materials shall be inspected in accordance with the manufacturer's recommendation prior to coating application and it shall be ensured that the materials are moisture free. In case the relative humidity exceeds 80%, the adhesive and polyethylene material shall be dried using hot air as per the directions of COMPANY representative.

9.2.4 Prior to starting the application of fusion bonded epoxy powder, the recovery system shall be thoroughly cleaned to remove any unused powder remaining from a previous line pipe coating application. The use of recycled powder shall be permitted subjected to:

- satisfactory qualification of the reclaimed system during PQT stage
- the proportion of the reclaimed powder in the working mix does not exceed 20% at any one time.
- the quality of the recycled powder being routinely checked during production, at a minimum frequency of once per shift and consistently meets the requirements stated at para 5.3.1.

9.2.5 Dry air, free of oil and moisture shall be used in the coating chamber and spraying system and for this purpose filters, dehumidifier/ heater as required along with control & monitoring system shall be provided for this purpose.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

Dew point of air used to supply the fluidized bed, epoxy spray system and epoxy recycling system shall be at least (-) 40°C and this shall be monitored during the regular production.

- 9.2.6 Air pressure in the epoxy spray guns shall be controlled, continuously monitored and recorded by using suitable instruments. The air pressure shall be controlled within the limits established during coating procedure qualification. The monitoring system shall be able capable of raising an alarm/ activate audio system (hooter) in the event of change in air pressure beyond the set limits. Any deviation from the pre-set limits shall be rectified. If immediate rectification is not feasible, the production shall be stopped until cause of deviation has been removed. Any pipe coated during the duration of air pressure deviation shall be identified by suitable marking and rejected. Such rejected pipes shall be stripped and recoated.
- 9.2.7 Extruded adhesive layer shall be applied before gel time of the epoxy coating has elapsed. The application of the adhesive layer shall not be permitted after epoxy is fully cured. The CONTRACTOR shall establish, to the satisfaction of the COMPANY representative, that the adhesive is applied within the gel time window of epoxy and at the temperature recommended by the adhesive manufacturer. The CONTRACTOR shall state the minimum and maximum time interval between epoxy and adhesive application at the proposed pre-heat temperature and line speed.
- 9.2.8 Extruded polyethylene layer shall be applied over the adhesive layer within the time limit established during PQT stage and within the time/ temperature range recommended by the manufacturer. The extrusion temperatures of the adhesive and polyethylene shall be continuously recorded. The monitoring instruments shall be independent of the temperature control equipment. The instruments shall be calibrated prior to start of each shift.
- 9.2.9 CONTRACTOR shall ensure that there is no entrapment of air or void formation along the seam weld (where applicable) during application of coating. Air entrapment below the coating and also along the coating overlap shall be prevented by forcing the coating on to the pipe using high pressure roller of suitable design during coating application. In case it is not adequately achieved, CONTRACTOR shall supplement by other method to avoid air entrapment. The methods used shall be witnessed and approved by COMPANY.
- 9.2.10 Resultant coating shall have a uniform gloss and appearance and shall be free from air bubbles, wrinkles, holidays, irregularities, discontinuities, separation between layers of polyethylene & adhesive, etc.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 9.2.11 Coating and/ or adhesive shall terminate 150mm (+)20/(-)0 mm from pipe ends. The adhesive shall seal the end of applied coating. CONTRACTOR shall adopt mechanical brushing for termination of the coating at pipe ends. Edge of the coating shall be shaped to form a bevel angle of 30° to 45°.
- 9.2.12 Failure to comply with any of the above applicable requirement and of the approved procedure shall be cause for the rejection of the coating and such coating shall be removed in a manner approved by COMPANY at CONTRACTOR's expense.

10.0 INSPECTION AND TESTING**10.1 General**

CONTRACTOR shall establish and maintain such quality assurance system as are necessary to ensure that goods or services supplied comply in all respects with the requirements of this specification. The minimum inspection and testing to be performed shall be as indicated subsequently herein.

10.2 Visual Inspection

Immediately following the coated, each coated pipe shall be visually checked for imperfections and irregularities of the coating. The coating shall be of natural colour and gloss, smooth and uniform and shall be blemish free with no dust or other particulate inclusion. The coating shall not show defects such as blisters, pinholes, scratches, wrinkles, engravings, cuts swelling, disbanded zones, air inclusions, tears, voids or any other irregularities. Special attentions shall be paid to the areas adjacent to the longitudinal weld (if applicable), adjacent to the cut back at each of pipe and within the body of the pipe.

In addition inside surface of the pipe shall also be visually inspected for presence of any foreign material or shots and grit (free or embedded/ sticking to pipe inside surface). The pipe inside surface shall be examined using sharp floodlight focussed at the middle of the pipe at line end while inspection is carried out visually from other end.

10.3 Coating Thickness

- a. The coating thickness shall be determined by taking atleast 10 measurement at locations uniformly distributed over the length and periphery of each pipe. In case of weld pipes, five of the above readings shall be made at the apex of the weld seam, uniformly distributed over the length of the coated pipe. All the readings must meet the minimum requirements. However, localized coating

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

thickness of less than the permissible minimum thickness can be tolerated on the condition that it does not attain a total extent of more than 5cm² per meter length of coated pipe, and the actual coating thickness does not drop more than 10% below the permissible minimum coating thickness at these locations. The frequency of thickness measurement as stated above shall be initially on every pipe, which shall be further reduced depending upon consistency of results, at the sole discretion of COMPANY's representative. Results of all measurement shall be recorded.

- b. Thickness of epoxy and adhesive shall be measured at the beginning of each shift and whenever the plant re-starts after any stoppage for compliance. Coating of epoxy and adhesive on portion of pipe required for this purpose, stripping and recoating of such partly coated pipe shall be at CONTRACTOR's expense.
- c. Coated pipes not meeting the above requirements shall be rejected. The CONTRACTOR shall remove the entire coating and the pipe shall be recycled to the cleaning and coating operations as per the approved procedure and shall be to CONTRACTOR's expenses.

10.4 Holiday Detection

- a. Each coated pipe length shall be checked over 100% of coated surface by means of a "holiday detector" of a type approved by COMPANY for detecting holidays in the finished coating.
- b. The holiday detector shall be a low pulse DC full circle electronic detector with audible alarm and precise voltage control with DIN VDE 0433 Part 2. The set voltage for inspection shall be 25 kV. Travel speed shall not exceed 300 mm/s.
- c. CONTRACTOR shall calibrate the holiday detector at least once every 4 hours of production. CONTRACTOR shall have necessary instruments or devices for calibrating the holiday detector.
- d. Any pipe coating shall be rejected if more than 1(one) holiday & area more than 100 cm² in size are detected in its length attributable to coating process.
- e. Holidays which are lesser in number and size than those mentioned in (d) above, shall be repaired in accordance with an approved procedure and shall be to CONTRACTOR's expense.

10.5 Bond Strength Test

- a. CONTRACTOR shall conduct bond strength test for composite coating as per clause 5.3.3 (a) of this specification. A minimum of 65mm length shall be peeled. First 20mm and last 20mm shall not be counted for assessment of bond strength.
- b. The frequency of test for cut back portions shall be one pipe in every fifteen (15) pipes coated and for middle of pipe shall be one pipe in every sixty (60) pipes coated or one pipe per shift whichever is higher. On each selected pipe, bond strength shall be performed for each specified temperature. Test shall be performed at each cut back portion and one in the middle of pipe. The system shall disband/ separate cohesively either in adhesive layer or in polyethylene layer. Majority of the peeled off area on the pipe shall show presence of adhesive. Disbandment/ separation at epoxy to steel interface or epoxy/ adhesive interface or adhesive/ polyethylene interface shall not be permitted. The failure mode shall be recorded for each test.
- c. In case the above tests do not comply with the above requirement, CONTRACTOR shall test all the preceding and succeeding coated pipes. If both pipes pass the test, then the remainder of the pipe joints in that shift shall be deemed satisfactory. If either pipe fails to meet the specified requirements, all pipes coated during the shift shall be tested until the coating is provided acceptable. Rejected coated pipes shall be stripped and re-coated in accordance with approved procedure, at CONTRACTOR's expense.
- d. The frequency of bond strength test as per para 10.5(b) for cut back portion may be reduced depending upon the consistency of result to one pipe in every twenty five (25) instead of every fifteen pipes, at the sole discretion of the COMPANY Representative.

10.6 Impact Strength

- a. Impact resistance test shall be conducted as per clause 5.3.3 (b) of this specification. Initially the frequency of test shall be 2(two) coated pipes per shift, which may be further reduced and/ or waived depending upon consistently acceptable results at the sole discretion of COMPANY's representative.
- b. Minimum thirty(30) impacts located equidistant along the length of coated pipe shall be performed.
- c. Immediately after testing, the test area shall be subjected to holiday

detection at the same voltage as used prior to impact strength test. The pipe shall be rejected if any holiday is noted in the test area.

- d. In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

10.7 Indentation Hardness

- a. Indentation hardness test shall be as per clause 5.3.3 (c) of this specification. The frequency of test shall be initially 2(two) coated pipes per shift which shall be further reduced to one test each on 2 coated pipes per week at random after 1 week of consistently acceptable results. Two samples for each temperature shall be taken from the cut back portion of coated pipe and one in middle of the pipe for this test.
- b. In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

10.8 Air Entrapment Test

- a. Strips from bond strength tests or coated pipe may be used to help determine the porosity of the finished coating. Strip shall be also cut from longitudinal weld (if applicable) at cut back portion and examined for the presence of voids.
- b. Bond strength strip shall be viewed from the side and at the failure interface. At the pipe bond strength test location, utility knife shall be used to cut the edge of the coating to a 45° angle and view with a microscope. Similar examination shall be done in the coating cut back area. One sample each either on the bond strength strip or coated pipe and strip cut from the longitudinal weld (if applicable) shall be examined for air entrapment per shift. Strips shall be viewed from the side.
- c. All examination shall be done using a 30X magnification hand-held microscope. The polyethylene and adhesive layers shall have no more than 10% of the observed area taken up with air entrapment (porosity or bubbles). Air entrapment shall not occupy more than 10% of the thickness in each case. Bubbles shall not link together to provide a moisture path to the epoxy layer.
- d. In case of test failure, retesting and disposal of coated pipe shall be as per 10.5(c) above.

10.9 Degree of Cure

- a. Epoxy film samples shall be removed from cut back portion of the coated pipe using hammer and cold chisel and the samples shall be taken for cure test using DSC procedure. Care shall be taken to remove the samples of full film thickness avoiding inclusion of steel debris. Glass transition temperature differential (ΔT_g) and % cure (ΔH) shall comply the specified requirements.
- b. Frequency of this test shall be once per shift. Pipe shall be selected randomly by COMPANY Representative during the middle of a shift. Suitable provisions/ arrangements as per the instructions of COMPANY Representative shall be made by the CONTRACTOR for this purpose.
- c. In case of test failure, production carried out during the entire shift shall be rejected, unless the CONTRACTOR proposes a method to establish the compliance with the degree of cure requirements of all pipes coated during that shift.

10.10 Epoxy Layer Adhesive Test

- a. Adhesion of epoxy layer shall be determined at ambient temperature by the “St Andrews Cross” method i.e. by cutting two straight lines through the epoxy layer with a sharp knife. The incisions shall intersect at an angle of $30^\circ/150^\circ$. The epoxy coating shall resist disbandment from the steel when attempts are made to flick/ lift the coating from the 30° angle with a sharp knife.
- b. Frequency of this test shall be once per shift. The test shall be carried out at the cut back portion of the pipe from which the Degree of Cure test has been carried out as per para 10.9 above.
- c. In case of test failure, retesting and disposal of coated pipe shall be as per 10.9(c) above.

10.11 Cathodic Disbandment Test

- a. 48 hours CD test shall be conducted as per clause 5.3.3. (h) Of this specification.
- b. The frequency of this test shall be once in every two weeks or one test representing each batch of epoxy powder used, whichever is more

frequent.

- c. In case the test fails to conform to the specified requirement, at the option of the CONTRACTOR, all pipes coated after the previous acceptable test and prior to next acceptable test shall be rejected or the test shall be repeated or the shall be repeated using two additional samples taken from the same end of the affected pipe.

When both retests conform to the specified requirement, the lot of pipes shall be accepted. When one or both the retests fail to conform to the specified requirement, all coated pipes after previous acceptable test and prior to next acceptable shall be rejected. All rejected pipes shall be stripped, re-cleaned and re-coated. COMPANY may consider a further retest program to determine whether any of the affected pipe meet the criteria for acceptance upon written request by the CONTRACTOR.

10.12 Damages occurring to pipe coating during above tests shall be repaired in accordance with approved coating repair procedure.

10.13 Repairs occurring on account of the production test are however excluded from above mentioned limitations at para 10.4 (d) above.

10.14 COMPANY, reserves the right to perform inspection and witness tests on all activities concerning the pipe coating operations starting from bare pipe to finished coated pipe ready for dispatch and also testing of raw materials. CONTRACTOR shall give reasonable notice of time and shall provide without charge reasonable access and facilities required for inspection to the COMPANY's Representative. Inspection and tests performed or witnessed by COMPANY's Representative shall in no way relieve the CONTRACTORs obligation to perform the required inspection and tests.

10.15 In case rate of defective or rejected pipes and/ or samples tests are 10% or more for a single shift (typically 8 hours), CONTRACTOR shall be required to stop production and carry out a full and detailed investigation and shall submit findings to COMPANY for approval. CONTRACTOR shall recommence the production only after getting the written permission from COMPANY.

Under no circumstances any action or omission of the COMPANY's representative shall relieve the CONTRACTOR of his responsibility for material and quality of coating produced. No pipes shall be transported from the coating plants unless authorized by COMPANY in writing.

11.0 **HANDLING, TRANSPORTATION AND STORAGE**

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 11.1** The CONTRACTOR shall be fully responsible for the pipe and for the pipe identification marking from the time of “taking over” of bare pipe from COMPANY until such time that the coated line pipes are ‘handed over’ and/ or installed in the permanent installation as the case may be according to the provisions of the Contract.
- At the time of “taking over” of bare pipes CONTRACTOR shall inspect and record all the relevant details referred above including pipe defects in the presence of COMPANY. All pipes shall be checked for bevel damages, weld seam height, dents, gouges, corrosion and other damages. COMPANY Representative shall decide whether pipe defects/ damages are suitable for repair. Damage to the pipes which occur after the CONTRACTOR has taken delivery such as dents, flats, or damage to the weld ends shall be cut off or removed and pipes rebevelled and repaired again as necessary. The cost of this work, as well as that of the pipe lost in cutting and repair shall be to the CONTRACTOR’s account. All such works shall be carried out after written approval of the COMPANY. Any reduction in length shall be indicated in the CONTRACTOR’s pipe tracking system.
- 11.2** The CONTRACTOR shall unload, load, stockpile and transport the bare pipes within the coating plant(s) using suitable means and in a manner to avoid damage to pipes.
- The CONTRACTOR shall stockpile the bare pipes at the storage area of the coating plant. The CONTRACTOR shall prepare and furnish to COMPANY a procedure/ calculation generally in compliance with API RP-5L1 for pipe stacking, which shall be approved by COMPANY prior to commencement.
- 11.3** The CONTRACTOR shall load, unload, transport and stockpile the coated pipes within the coating plant using approved suitable means and in a manner to avoid damage to the pipe and coating. The procedure shall be approved by COMPANY prior to commencement of work.
- 11.4** Coated pipes may be handled by means of slings and belts of proper width (minimum 60mm) made of non-abrasive/ non-metallic materials. In this case, pipes to be stacked shall be separated row by row to avoid damages by rubbing the coated surface in the process of taking off the slings. Use of round sectional slings is prohibited. Fork lifts may be used provided that the arms of the fork lift are covered with suitable pads preferably rubber.
- 11.5** Bare/ coated pipes at all times shall be stacked completely clear from the ground so that the bottom row of pipes remains free from any surface water. The pipes shall be stacked at a slope so that driving rain does not collect

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

inside the pipe. Bare/ coated pipes may be stacked by placing them on ridges of sand free from stones and covered with a plastic film or on wooden supports provided with suitable cover. This cover can, for example, consist of dry, germ free straw with a plastic film, otherwise foam rubber may be used. The supports shall be spaced in such a manner as to avoid permanent bending of the pipes.

Stacks shall consist of limited number of layers such that the pressure exercised by the pipe's own weight does not cause damages to the coating. CONTRACTOR shall submit calculations for COMPANY approval in this regard. Each pipe section shall be separated by means of spacers suitably spaced for this purpose. Stacks shall be suitably secured against falling down and shall consist of pipe sections having the same diameter and wall thickness. The weld seam of pipes shall be positioned always in a manner so as not to touch the adjacent pipes.

The ends of the pipes during handling and stacking shall always be protected with bevel protectors.

- 11.6** The lorries used for transportation shall be equipped with adequate pipe supports having as many round hollow beds as there as pipes to be placed on the bottom of the lorry bed. Total width of the supports shall be at least 5% of the pipe length and min. 3 Nos. support shall be provided. These supports shall be lined with a rubber protection and shall be spaced in a manner as to support equal load from the pipes. The rubber protection must be free from all nails and staples where pipes are in contact. The second layer and all following layers shall be separated from the other with adequate number of separating layers of protective material such as straw in plastic covers or mineral wool strips or equivalent, to avoid direct touch between the coated pipes.

All stanchions of lorries used for transportation shall be covered by non-abrasive material like rubber belts or equivalent. Care shall be exercised to properly cover the top of the stanchions and other positions such as reinforcement of the truck body, rivets, etc. to prevent damage to the coated surface. Slings or non-metallic straps shall be used for securing loads during transportation. They shall be suitable padded at the contact points with the pipe.

- 11.7** Materials other than pipes and which are susceptible of deteriorating or suffering from damages especially due to humidity, exposure to high thermal excursions or other adverse weather conditions, shall be suitably stored and protected. Deteriorated materials shall not be used and shall be

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

replaced at CONTRACTOR's expenses. These materials, shall always be handled during loading, unloading and storage in a manner so as to prevent any damage, alteration and dispersion. When supplied in containers and envelopes, they shall both be dropped or thrown, or removed by means of hooks, both during the handling operations till their complete use. During unloading transport and utilization, any contact with water earth, crushed stone and any other foreign material shall be carefully avoided.

CONTRACTOR shall strictly follow Manufacturer's instructions regarding storage temperature and methods for volatile materials which are susceptible to change in properties and characteristics due to unsuitable storage. If necessary the CONTRACTOR shall provide for a proper conditioning.

- 11.8** In case of any marine transportation of bare/ coated line pipes involved, the same shall be carried out in compliance with API RP 5LW. CONTRACTOR shall furnish all details pertaining to marine transportation including necessary drawings of cargo barges, storing/ stacking, sea fastening of pipes on the barges/ marine vessels to the COMPANY for approval prior to undertaking such transportation works. In addition CONTRACTOR shall also carry out requisite analyses considering the proposed transportation scheme and establish the same is safe and stable. On-deck overseas shipment shall not be allowed.

12.0 REPAIR OF COATING

CONTRACTOR shall submit to COMPANY, its methods and materials proposed to be used for executing a coating repair and shall receive approval from COMPANY prior to use. In open storage the repair coating materials must be able to withstand a temperature of atleast +80°C, without impairing its serviceability and properties. CONTRACTOR shall furnish manufacturer's test certificates for the repair materials clearly establishing the compliance of the repair materials with the applicable coating requirements indicated in this specification.

All pipe leaving coating plant, shall have sound external coating with no holiday porosity on 100% of the surface.

Defects, repairs and acceptability criteria shall be as follows :

- Pipes showing porosities or very small damage not picked up during holiday test and having a surface less than 0.5 cm² or linear damage (cut) of less than 3 cm shall be repaired by stick welding using material of same quality.
- Damages caused to coating by handling such as scratches, cuts, dents,

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

gouges, not picked up during holiday test, having a total reduced thickness on damaged portion not less than 2.0mm and an area not exceeding 20 cm² shall be rebuild by heat shrink patch only and without exposing to bare metal.

- Defects or size exceeding above mentioned area or holidays of width less than 300 mm shall be repaired with heat shrinks repair patch by exposing the bare metal surface.
- Defects exceeding the above and in number not exceeding 2 per pipe and linear length not exceeding 500mm shall be repaired using heat shrinkable sleeves of HTLP80 or equivalent.
- Pipes with bigger damage shall be stripped and recoated.
- In case of coating defect close to coating cut back, CONTRACTOR shall remove the coating throughout the entire circumference of the pipe down to the steel surface and increase the coating cut back length. Now if the coating cut back exceeds 170 mm of linear length of pipe then the coating shall be repaired by the use of heat shrinkable sleeves thereby making up the coating cut back length of 150 mm.

Notwithstanding the above, under no circumstances, if the defects exceed 70mm from the original coating cut back length, the entire coating shall be removed and the pipe shall be recycled through the entire coating procedure.

Irrespective of type of repair, the maximum nos of repair of coating shall be as follows:

- Holiday repair of size $\leq 100 \text{ cm}^2$ attributable to process of coating application shall be maximum of one per pipe.
- In addition to the above, defects to be repaired by heat shrink patch/sleeve shall be maximum 2(two) per pipe.

Defects exceeding the above limits shall cause pipe coating rejection, stripping and recoating. The above is exclusive of the repairs warranted due to testing as per this specification.

All repairs carried out to coating for whatever reason shall be to the account of CONTRACTOR.

Cosmetic damages occurring only in the Polyethylene layer only need not be repaired by exposing up to steel surface, as deemed fit by the COMPANY representative. In any case the CONTRACTOR shall establish his material, methods and procedure of repair that results in acceptable quality of product by testing and shall receive approval from COMPANY prior to use.

Testing of repairs shall be in the same form as testing coating. All repairs shall result in a coating thickness no less than the parent coating thickness. CONTRACTOR shall test repairs to coating as and when required by COMPANY.

13.0 MARKING

CONTRACTOR shall place marking on the outside surface of the coating at one end of the coated pipe, and marking shall indicate, but not limited to the following information:

- a. Pipe number, Heat number
- b. Diameter & Wall Thickness
- c. Coated Pipe Number
- d. Colour band
- e. Any other information considered relevant by COMPANY.
- f. Pipe Manufacturer Name
- g. Inspection Mark/ Punch

CONTRACTOR shall obtain prior approval on making procedure to be adopted from the COMPANY.

14.0 QUALITY ASSURANCE

14.1 The CONTRACTOR shall have established within the organization and, shall operate for the contract, a documented Quality System that ensures that the requirements of this specification are met in all aspects. The Quality System shall be based upon ISO 9001/2 or equivalent.

14.2 The CONTRACTOR shall have established a Quality Assurance Group within its organization that shall be responsible for reviewing the Quality System and ensuring that it is implemented.

14.3 The CONTRACTOR shall submit the procedures that comprise the Quality System to the COMPANY for agreement.

14.4 The CONTRACTOR's Quality System shall pay particular attention to the control of Suppliers and sub-contractors and shall ensure that the requirements of this specification are satisfied by the Suppliers and Sub-contractors operating Quality system in their organization.

14.5 The CONTRACTOR shall, prior to the commencement of work, prepare and issue a Quality plan for all of the activities required satisfying the requirements of this specification. The plan shall include any sub-contracted work, for which the sub- contractors Quality plans shall be submitted. The plan shall be sufficiently detailed to indicate sequentially for each discipline the requisite quality control, inspection, testing and certification activities with reference to the relevant procedures and the acceptance standards.

14.6 The CONTRACTOR's Quality system and associated procedures may, with due notice, be subject to formal audits. The application of quality control by the CONTRACTOR will be monitored by the COMPANY Representatives who will witness and accept the inspection testing and associated work required by this specification.

ANNEXURE-I

LIST OF ACCEPTABLE COMBINATIONS OF COATING MATERIALS

The following combinations of coating materials are considered acceptable. In the event of award of contract, CONTRACTOR shall furnish the combination(s) proposed and reconfirmation of compatibility & properties of the proposed combination (s) from the raw materials Manufacturers & system properties.

Epoxy Powder (Manufacturer)	Adhesive (Manufacturer)	PE Compound (Manufacturer)
CORRO-COAT EP-F 2001 (JOTUN)	FUSABOND 158D (DUPONT)	SCLAIR 35 BP HDPE (NOVACOR)
PE 50-8190/8191 (BASF) or CORRO-COAT EP-F 2001 (JOTUN)	LUCALEN G3510H (BASF)	LUPOLEN 3652 D SW 00413 (BASF)
PE 50- 6109 (BASF) or CORRO-COAT EP-F 2001/2002HW (JOTUN) or SCOTCHKOTE 226N (3M)	ME 0420 (BOREAL IS)	HE 3450 (BOREALIS)
CORRO-COAT EP-F 2001 (JOTUN)	LE - 149 V (S K CORPORATION)	ET 509 B (S K CORPORATION)
SCOTCHKOTE 226N (3M)	ME 0420 (BOREALIS)	PB 48A004 (GAIL)

Although the above combinations would be acceptable to COMPANY, the responsibility of suitability for application, performance, properties and compliance to the coating system requirements shall unconditionally lie with the CONTRACTOR.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



QUALITY ASSURANCE PLAN (GUIDELINE)

INDEX

Sl.No.	<u>Subject</u>
1.0	INTRODUCTION
2.0	SCOPE OF WORK BY TENDERER
3.0	GUIDELINES TO TENDERERS FOR PREPARATION OF QUALITY PLAN
4.0	FORMATS FOR QUALITY PLAN
5.0	FORMAT FOR INSPECTION AND TEST PLAN (ITP)

1.0 INTRODUCTION

This specification establishes the Quality Assurance (QA) requirements to be met by the item rate contractor during execution of work.

Requirements stipulated in this specification conform to ISO:9002 & IS:14002.

2.0 SCOPE

2.1 Prior to award of Contract

Following documents shall be submitted along with the tender:

Quality Assurance Manual of their organization covering:

- Policy statement QA indicating approach for achieving quality assurance.
- Organization structure for QA/QC programme.
- Responsibility and authority of personnel for QA/QC programme.
- Communication system.
- List of written down job procedure they have for major activities for the work put to tender.
- Incoming material control, storage and transportation procedure.
- Procedure to deal with nonconformance in case these crop up during job execution.

2.2 After award of Contract (Prior to start of job)

2.2.1 a) Quality Plan

The sample formats for preparation of the quality plan is enclosed. Contractor shall list all the major activities in their area/ scope and prepare the quality plan accordingly.

2.2.2 b) Inspection and Test Plan (ITP) for detailed activity of the job.
Sample format of ITP is enclosed. Contractor shall develop ITPs for job activities in his scope in line with sample ITP format.

2.2.3 The Contractor shall obtain approval of his detailed quality assurance programme and quality plans for all the works under his scope. This quality programme is tailored system which Contractor shall be using for the job giving details of JOB PROCEDURES and construction technologies for all major activities.

2.2.4 During Job Execution

Implement agreed Quality Assurance Programme and submit the reports as per the programme.

ANNEXURE-I

GUIDELINES TO BIDDERS FOR PREPARATION FOR QUALITY

PLAN QUALITY PLAN

One of the special features of this specification is "Quality Plan". The format is designed to include important information's such as:

- List of all major activities i.e. Work Break-down Structure (WBS).
- Job Procedure Number for each activity covering construction technology to be adopted.
- Responsibility.
- Controls for Quality at Contractors end.
- Inspection and Test requirement for clients witness.
- Record generation.

While finalizing the "QUALITY PLAN" for the particular job following is the sequence of actions.

Break-down of work into activities

Break-down the entire project work under the scope into smallest identifiable activity, in sequence. The column "Activity Description" is provided for the purpose.

Decide Work Method

Well laid down, step-by-step procedure totally covering the activity is to be specified under the column "Procedure No". Applicable Standards can also be specified under this column.

Code of conformance as per tender specification can be specified under the column provided.

Assign Responsibilities

Under the "Performer" column, the job performer level is identified as per experience level and designation.

Decide Internal Controls

The type of internal controls that shall exercise to produce Quality shall be identified under columns:

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- Checker
- Reviewer/ Approver.

Decide number of Inspection & Test Plans (ITPs) and Record Requirements.

Under this column the number of Inspection & Test Plan that shall be developed by Contractor shall be indicated.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



QUALITY
PLAN

Company Name :

Client :

Project :

General		Contractor's Performing Functions/ Responsibility			Owner / Inspection/ Record Functions	Remarks
Activity Description	Procedure Number	Performer	Checkers	Reviewer/ Approver		

INSPECTION AND TEST PLAN

Sl. No.	Activity	Examination by Contractor	Inspection by MECON	Records to be submitted by Contractor

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



INSPECTION AND TEST PLAN
FOR
SEAMLESS PIPES

**INSPECTION AND TEST PLAN
FOR
SEAMLESS PIPES**

SCOPE OF INSPECTION

1.0 SCOPE:

This Inspection Test Plan covers the minimum testing requirements of SEAMLESS PIPES.

2.0 REFERENCE DOCUMENTS:

- 1) PO / PR / Standards referred there in / Job specifications / Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS:

SL. NO.	STAGE / ACTIVITY	CHARACTERI STICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					VEND OR	VENDOR APPOIN TED TPI	CLIE NT

**INSPECTION AND TEST PLAN
FOR**

SEAMLESS PIPES

1a	Raw Material Inspection	Marking And Correlation With Tc	100%	Inspection Report	W	R	R
1b	Raw Material Inspection	Chemical Composition	One Sample per Heat	Inspection Report	R	R	R
1c	Raw Material Inspection	Internal Soundness	One Sample per Heat	Inspection Report	W	-	-
2	Pipe Rolling Heating, Hot Rolling, Straightening	Process Controls	As per internal QA Plan	Inspection Report	W	-	-

**INSPECTION AND TEST PLAN
FOR**

SEAMLESS PIPES

SL. NO	STAGE / ACTIVITY	CHARACTERI STICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					VEND OR	VENDO R APPOIN TED TPI	CLIE NT
3	Heat Treatment (If Applicable)	HT Cycle (Time & Temperature)	100%	Inspection Report	W	R	R
4	Non Destructive Testing (If Applicable)	Surface & Internal Imperfection s	PO, Material Specification	Inspection Report, Graphical Record	W	R	R
5	Destructive Testing (Note Special Impact, Hardness, Requirements For Hz Service)	Chemical & Mechanical Properties	Each HT Lot / Each Heat No. / Size	Lab Report	H	H	H
6	Destructive Testing (For SS Materials)	Corrosion Properties	Highest Thickness & Highest Carbon / HT Lot	Lab Report	H	H	H

**INSPECTION AND TEST PLAN
FOR**

SEAMLESS PIPES

7	Hydro Testing	Leak Check	100 % By Supplier, At Random By MECON / TPIA	Inspection Report, Hydro Graph	H	H	H
8.	Final Inspection	Surface Condition, Straightness, End Finish, Bevel Angle, Root Face, Outer Dia., Thickness, Length, End Finish, Coating, Marking, Colour Coding, End Caps,	100 % By Supplier, At Random By MECON / TPIA	Inspection Report	H	H	H
9.	Weight Checking	Wei ght	100 %	Inspection Report	W	-	-
10.	Final Inspection (For AS/SS Pipe)	PMI Check	As per Specification No. MEC/TS/05/21/ 012D	Inspection Report	H	RW	R W

INSPECTION AND TEST PLAN FOR SEAMLESS PIPES

Legends: CCE or CCOE-Chief Controller of Explosives, DT- Destructive Testing, HT- Heat treatment, H- Hold (Do not proceed without approval), IBR-Indian Boiler Regulations, ITP-Inspection and Test Plan, M- Monitor, NDT- Non Destructive Testing, P-Perform, PO- Purchase Order, PR-Purchase Requisition, PQR- Procedure Qualification Record, QAP-Quality Assurance Plan, Random -10% (min. 1 no.) of each size and type of Bulk item, R-Review, RT- Radiography Testing, RW-Random Witness, TC-Test Certificate, TPI or TPIA - Third Party Inspection Agency, VDR- Vendor Data Requirements, WPS-Welding Procedure Specification, WPQ- Welders Performance Qualification, W-Witness (Give due notice, work may proceed after scheduled date).

NOTES (As applicable):

1. Wherever W/R or H/W is indicated, Client Engineer shall decide the option to be exercised for the particular stage and supplier.
2. Supplier's in house procedures may be accepted in case TPI / Client are satisfied with adequacy of procedures to comply with Purchase Order / Specifications requirements. In case of non-availability of suitable procedures, fresh procedures may be qualified under TPI witness.

**INSPECTION AND TEST PLAN
FOR SEAMLESS PIPES**

3. In case of conflict between purchase specification, contract documents and ITP, more stringent conditions shall be applicable.
4. This document describes generally the requirements pertaining to all types of the item. Requirements specific to PO and the item are only applicable.
5. Acceptance Norms for all the activities shall be as per PO / PR / STANDARDS referred there in / Job Specification / Approved Documents.
6. All items shall be provided with EN 10204-3.2 Certificates.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

SL. NO.	STAGE	COMPONENT	CHARACTERISTICS	METHOD OF CHECK	QUANTITY OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR	VENDOR APPOINTED TPI	CLIENT
1a	Raw material inspection	Epoxy powder, Adhesive polyethylene compound, shots, grills and chronic acids and phosphoric acids	Batch nos. and date of manufacturing and correlation with MTC	Review of records & visual	100%	PO, Material specification	PO, Material specification for each batch of raw material used in PQT	Inspection report	W	R	R

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

1b	Raw material inspection	Epoxy powder, Adhesive polyethylene compound, shots, grills and chronic acids and phosphoric acids	In addition to mfc, contractor shall test samples as per spec.	In-house testing	One Sample per each batch per item	PO, Material specification	PO, Material specification	Inspection report	W	W	W
2a	Surface preparation (1 st blast cleaning)	Each bare pipe	Oil free, preheating, blast cleaning and free from salt contamination, phosphoric and treatment followed by De-ionized water wash	As per internal QA Plan	100%	QA plan	Internal standard	Inspection report	W	W/R	W/R

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

2b	Surface preparation (2 nd blast cleaning)	Each bare pipe	Relative humidity, degree of cleaning, degree of dust and roughness	As per internal QA Plan	100%	QA plan	PO, specifications	Inspection report	W	W/R	W/R
3	Chromate treatment	Each bare pipe	Application as per manufacturer's recommendation and data sheet	As per internal QA Plan	100%	QA plan	PO, specifications	Inspection report	W	W/R	W/R
4	Coating application 1) Pipe heating	Each bare pipe	Pre-heating pipe surface temperature prior to epoxy powder application	Infrared camera/thermal sticks	100%	QA plan	PO, specifications	Inspection report	W	W/R	W/R

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

SL · N O.	STAG E	COMPON ENT	CHARAC TE- RSTICS	METH OD OF CHEC K	QUANTU M OF CHECK	REFER ENCE DOCUM ENTS	ACCEPTA NCE NORMS	RECO RD	VEN DOR	VEN DOR APP OIN TED TPI	CLI ENT
5	2) Epoxy powder applicati on	Each pipe	Application as per manufacturer 's recommenda tion and data sheet	Set pressu res and thickne ss	100%	QA plan	PO, specificat ions	Inspecti on report	W	W/R	W/R
6	3) Adhesi ve layer applicati on	Each pipe	Application as per manufacture r's recommend ation and data sheet	Film Thickne ss	100%	QA plan	PO, specificat ions	Inspecti on report	W	W/ R	W/R

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

7	PE Layer application	Each pipe	PE Film application temperature, finished coating thickness	Film thickness	100%	QA plan	PO, specifications	Inspection report	W	W/R	W/R
7a	Final inspection	Each pipe	Visual & identification	Visual	100%	QA plan	PO, specifications	Inspection report	W	W/R	W/R
8	Coating procedure & qualification (PQT)	Tests on pipe coated partly with epoxy and partly with epoxy & adhesive layers	Air pressure, Application window, dew point of dry air	As per PQT procedures and specifications	5 samples from coated pipes/as per specifications for each pipe diameter\, and for each plant	QA plan	PO, specifications	Inspection report	H	H	H

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

8a	Tests on pipe coated with all three layers	Coated pipe	1) Impact test 2) Indentation 3) Elongation 4) Bond strength	As per specification and PQT requirements	1) Min. 30 impacts on body along, the length, no holiday allowed. 2) Two samples for both temp. 3) Six samples from 3 coated pipes 4) From 3 coated pipes	QA plan	PO, specifications	Inspection report	H	H	H
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**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

SL. NO.	STAGE	COMPONENT	CHARACTERISTICS	METHOD OF CHECK	QUANTITY OF CHECK	REFERENCE DOCUMENTS	ACCEPTANCE NORMS	RECORD	VENDOR	VENDOR APPOINTED TPI	CLIENT
8b	Tests on pipe coated with all three layers	Coated pipe	1) Cathodic disbondment 2) Holiday inspection 3) Coating thickness 4) Visual inspection	As per specification	1) One sample 2) On all pipes 3) On all points 4) On all pipes	QA plan	PO, PR & specifications	Inspection report	W	W	W

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

9	On line inspection and testing	Coated pipe	Start of production	By thickness gauge epoxy thk. Adhesive thk.	Start of production, i.e. first pipe	QA plan	PO, PR & specifications	Inspection report	W	W	W
9a	Holiday detection at 25 kV	Coated pipe	To find surface discontinuities	Holiday detector	Every pipe	QA plan		Inspection report	W	W/R	W/R
9b	Overall coating thickness	Each coated pipe	Thickness of coating	Every pipe	Every pipe	QA plan	PO, PR & specifications	Inspection report	W	W/R	W/R
10	Off line tests a)	Coated pipe	Energy absorbed by impact	Impact test instrument	Two pipes per shift	QA plan	PO, PR & specifications	Inspection report	W	W	W

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

	Impact test			ent			ions				
10a	ERsistan ce to peel test	Coated pipe	To measure peel load	Peel test machin e	One in 15 pipes / as per specificatio n	QA plan	PO, PR & specificat ions	Inspecti on report	W	W	W

**INSPECTION AND TEST PLAN
FOR**

3-LAYER PE COATING OF LINE PIPES

Page 2 of 5

SL · N O.	STAG E	COMPO NENT	CHARAC TE- RSTICS	METH OD OF CHEC K	QUANTU M OF CHECK	REFER ENCE DOCUM ENTS	ACCEPTA NCE NORMS	RECO RD	VEND OR	VEN DOR APP OIN TED TPI	CLI ENT
10b	Resistanc e to indentati on test	Coated pipe		Indenta tion bath, with heater, dial gauge & thermo stat	Two pipes per shift	QA plan	PO, PR & specificat ions	Inspecti on report	W	W	W

Legends: H- Hold (Offer for witness & obtain clearance), W - Witness, R - Review, A - Approval, I - Information, X - Submit, PO - Purchase Order, PR - Purchase requisition, N - Normalizing & Tempering, SA - Solution annealing, N & SR - Normalizing & Stress relieving, PR - Purchase Requisition, Ref. Doc: ASTM D-149, D-257, D- 570, D-638, G-42 & DIN 53735 and SIS 055900.

All the NDT / Leak testing / Heat treatment / Special manufacturing procedures have to be specially approved or only previously approved procedures have to be used. In case of conflict between purchase specification, contract documents and ITP more

**INSPECTION AND TEST PLAN
FOR
3-LAYER PE COATING OF LINE PIPES**

Page 2 of 5

stringent conditions shall be applicable. This document describes generally the requirements pertaining to 3-layer PE coating of pipes.

All items shall be provided with EN 10204-3.2 Certificates.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



ANNEXURE-I

REFERENCE LIST FOR SUPPLY OF STEEL BILLET/ COIL FOR THE LAST SEVEN YEARS

Steel Manufacturer :

Mill Name & Location :

Sl. No.	Project	Owner (Company name, Address, email ID, contact phone no.)	Pipe Manufacturer (Name, address, contact phone no., email ID etc.)	Plate/ Coil Width (mm)	Grade API 5L X-	Product Specification Level (PSL-1 / PSL-2)	Wall thickness (mm)	Quantity (MT) > 5000 MT	Pipe Diameter for which supplied NB (inch)	Year of supply	Purchase/ Work Order No. (Note-2)	Inspection Release Note/ Completion Certificate No. (Note-2)

To be filled, signed and stamped by Bidder. Note:

1. This form shall be filled separately by linepipe manufacturer for each steel plate/ coil manufacturer (Not listed in Annexure-I to MR) proposed by the bidder.
2. Copy of Purchase/ work order(s) and Inspection Release Note(s)/ Completion Certificate(s) shall be enclosed.

Bidder's seal Signature of Bidder

ANNEXURE-II

REFERENCE LIST FOR SUPPLY OF STEEL PIPE FOR THE LAST SEVEN YEARS

Mill Name & Location :

Sl. No.	Project	Owner (Company name, Address, email ID, contact phone no.)	Size(OD)	Grade API 5L X-	Product Specification Level (PSL - 1 / PSL -2)	Wall thickness (mm)	Wall thickness (mm)	Quantity (MTRS)	Mill Name, Location & their identification Number	Year of supply	Purchase/ Work Order No. (Note-2)	Inspection Release Note/ Completion Certificate No. (Note-2)
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To be filled, signed and stamped by Bidder. Note:

1. This form shall be filled separately by linepipe manufacturer for each Proposed Mill/Plant
2. Copy of Purchase/ work order(s) and Inspection Release Note(s)/ Completion Certificate(s) shall be enclosed.

Bidder's seal

Signature of Bidder

SECTION – V

GENERAL CONDITIONS OF

CONTRACT (GCC)

GENERAL CONDITIONS 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 Licence
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 2010 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.N0.85-06-23/2, 2nd floor, 40th ward, Morumpudi Junction, RTC complex Road, Rajahmundry-533103. 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05**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 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 along with 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 5.10 SELLER shall pack, protect, mark and arrange for dispatch 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05**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 30 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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.
- 13.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 13.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 13.7 In order to enable PURCHASER's representatives to obtain entry visas in time, SELLER shall notify PURCHASER two months before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER's representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 13.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 13.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 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 dispatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.
 - c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/ 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.
- 15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation & Specifications enclosed.

16 Transit Risk Insurance

- 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,

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

transportation, storage and delivery. Transit risk insurance from F.O.T. dispatch point onwards shall be arranged and borne by Supplier.

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 warranty/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules, 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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

his option shall not relieve the Seller of any warrantee 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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 fulfil 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 fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER 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.

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

- 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,

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 unexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee (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).

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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 Rajahmundry, East Godavari Dist. 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 (GGPL) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the PURCHASER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the PURCHASER on the appointment of Sole Arbitrator shall be final and binding on the parties.

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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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.

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, licence fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, Sales Tax and Excise duty on finished products shall be reimbursed by PURCHASER.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 33.4 Any income tax payable in respect of supervisory services rendered by 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

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

performance guarantee. Fixed price (lumpsum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.

35 Permits & Certificates

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

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

38 FALL CLAUSE

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

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/organizations²³⁴ 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 Repeat Order

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

40 Limitation of Liability

40.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement /

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05



Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

SECTION – VI

SCHEDULE OF RATES

TENDER NO: GGPL/C&P/PR 1000001/2021-22/05

SCHEDULE OF RATES

SUPPLY OF CARBON STEEL COATED LINE PIPES							
Item No	Description of items	UOM	Qty	Unit Rate including Freight* and excluding GST		Total Amount including Freight* and excluding GST	
				In Figures	In words	In Figures	In words
1	Supply of 3 layer PE coated Steel line pipes conforming to Tender Technical Specification as per the Technical specifications mentioned in the Section-IV Size-(NB): 4'' (114.3 mm) Wall Thickness: 6.4 mm Ends: BE; Std./ Code: API 5L Grade: X-52; Finish: Coated Coating Thickness: 2mm	Mtr	7000				
GST in Rs. @ 18 %							
Total Amount in Rs. incl. GST @ 18%							

***Above Rates are Inclusive of Packing & Forwarding, Loading & Unloading, Transit Insurance, Stacking at site and all other Taxes & duties. Delivery Location shall be Tadepalligudem.**

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