

TENDER NO: GGPL/C&P/PR 1000009/2024-25/09



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

OPEN DOMESTIC COMPETITIVE BIDDING

BID DOCUMENT FOR

**PROCUREMENT OF 2 NO'S 250 SCMH BOOSTER COMPRESSORS
ALONG WITH 5 YEARS OF AMC POST WARRANTY PERIOD**

(TENDER NO: GGPL/C&P/PR 1000009/2024-25/09 Dated: 10.01.2025)

DATE & TIME FOR PRE-BID MEETING: 17.01.2025 at 16:00 Hrs. (IST)

DUE DATE & TIME FOR BID SUBMISSION : 31.01.2025 1400 Hrs. (IST)

DUE DATE & TIME FOR BID OPENING : 31.01.2025 1500 Hrs. (IST)

E-mail- kavya.gorle@apgdc.in

Website: www.godavarigas.in

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SECTION-I
INVITATION FOR BID (IFB)

"INVITATION FOR BID (IFB)"**Ref No: GGPL/C&P/PR 1000009/2024-25/09****Date: 10.01.2025****To,*****PROSPECTIVE BIDDERS*****SUB: PROCUREMENT OF 2 NO'S 250 SCMH BOOSTER COMPRESSORS ALONG WITH 5 YEARS OF AMC POST WARRANTY PERIOD****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:

[A]	NAME OF PROCUREMENT / BRIEF SCOPE OF SUPPLY	SUPPLY AND INSTALLATION OF GAS DETECTORS AT DRS AND DCU IN EAST & WEST GODAVARI DISTRICTS
[B]	TENDER NO. & DATE	GGPL/C&P/PR 1000009/2024-25/09 Date: 10.01.2025
[C]	TYPE OF BIDDING SYSTEM	TWO BID SYSTEM
[D]	TYPE OF TENDER	OPEN DOMESTIC MANUAL TENDER
[E]	DELIVERY SCHEDULE	12 Weeks after receipt of LOA/Purchase Order whichever is earlier as per Clause no. 2 of SCC
[F]	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE Amount Rs.1,94,200/- in the form of BG/DD/Online Transfer/BC. Exempted for MSE
[G]	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 10.01.2025 (17:00 Hrs, IST) to 31.01.2025 (14:00 Hrs, IST) on following website:

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		GGPLs Tender Website – http:// www.godavarigas.in ;
[H]	DATE, TIME & VENUE OF PRE BID MEETING	At 16:00 hrs.(IST) on 17.01.2025 Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India
[I]	DUE DATE & TIME OF BIDSUBMISSION	Up to 14:00 hrs. (IST) on 31.01.2025
[J]	DATE AND TIME OF UNPRICED BID OPENING	Date & time: 31.01.2025 At 15:00 hrs. (IST)
[K]	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : G. Kavya Designation: Asst. Manager (HR, C&P) Phone No. & Extn : 8919148598 E-mail : kavya.gorle@apgdc.in;

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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 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.

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- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 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 : G. Kavya
Designation: Asst. Manager (HR, C&P)
E-mail ID : kavya.gorle@apgdc.in
Contact No. : 8919148598



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DO NOT OPEN - THIS IS A QUOTATION

Bid Document No. :

Description :

Due Date & Time :

From:

To:

.....
.....

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

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SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

BID EVALUATION CRITERIA (BEC)

1.0 TECHNICAL CRITERIA:

Bidder should meet following technical BEC criteria given under:

- i) The bidder should be either a regular manufacturer/ packager and supplier of Hydraulic type electric motor driven Booster compressor package handling hydrocarbon gas.
- ii) The bidder must have engineered, manufactured/packaged, tested, supplied at least 01 No package of 250 SCMh or higher capacity booster CNG compressor or Online CNG Compressor for CNG stations during the last 7 (seven) years reckoned from the final bid opening and packages shall have completed the trouble free operation of a minimum 4000 hrs as on bid due date..

Notes:

- a) In case the bidder is executing a rate contract which is still running and the quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory supply execution certificate/Inspection certificate / Release Notes/ Invoices.
- b) A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender.

However, jobs completed 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 completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO TECHNICAL BEC

The bidder must submit the proof of experience by providing the following:

1. In support of Clause No. 1.0 (i):
Copy of BIS certificate / ISO certificate / PESO approval

2. In support of Clause No. 1.0 (ii):
- (a) Copies of Purchase Order
 - (b) Inspection note / Release note
 - (c) Certificate from the End user declaring the trouble free operation of 4000 hrs

AUTHENTICATION OF DOCUMENTS SUBMITTED IN SUPPORT OF BID EVALUATION CRITERIA (BEC):

The documents required to be submitted by the bidder to substantiate their qualification under Bid Evaluation Criteria shall be as follows:

- (a) For authentication of document(s) submitted in support of above mentioned Technical Criteria of Bid Evaluation Criteria (BEC):

The work order/Contract Agreement/Letter of Award must clearly indicate as under:

- a. Name & Full address of organization who has issued the Work Order
- b. Nature of Work/Service along with various components/items
- c. Time Period of Work/Services
- d. Value of Work Order/Contract Agreement/Letter of Award

The Completion Certificate/ Execution Certificate/Client Certificate clearly showing:

- a. Name & Full Address of organization who has issued the Work Order
- b. Reference of relevant work/Service order
- c. Nature of work/service, various components / items, period, and Actual value of executed work.
- d. Date of actual completion, successful execution of work.

All the documents mentioned above towards substantiating Bid Evaluation Criteria – Technical, must be duly certified/attested by Chartered Engineer and Notary Public with legible stamp failing which the bid shall be liable for rejection.

2.0 FINANCIAL CRITERIA:

- A. The Annual Turnover of the bidder should be at least **Rs.57.29 Lakhs** in any of the preceding three financial years.
- B. The bidder must have **POSITIVE** Net Worth as per latest audited annual financial statement.

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- C. As per the last audited financial statement, the bidder should have minimum working Capital of at least **Rs.11.46 lakhs**. If the working capital of the bidder is less than **Rs.11.46 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.11.46 lakhs**.

DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE OF FINANCIAL BEC:

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:

1. 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.

In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.

2. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by GGPL for evaluation of Bid.

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Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

**3.0 RELAXATION OF PRIOR EXPERIENCE & TURNOVER CRITERIA
NORMS FOR STARTUP: Not Applicable**

4.0 EVALUATION AND COMPARISON OF BIDS:

- a. Evaluation shall be done on total cost (FOT site basis) including comprehensive AMC of Five years.
- b. Bidders are required to quote for complete scope of supply. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- c. Public Procurement Policy for Micro and Small Enterprises Clause [pursuant to relevant Clause of 40.0 of ITB.
- d. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates inclusive of all taxes & duties, GST etc.
- e. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.

SECTION-III
INSTRUCTION TO BIDDERS
(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

SECTION-III

INSTRUCTION TO BIDDERS

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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.

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

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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.

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

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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.

- 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.

- 6.3 The Bidder shall not be entitled to hold any claim against GGPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
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[B] – 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

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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 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:

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.
- 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.

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~~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 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 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 it's 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)**

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- 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.

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)**.

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- 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 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)** 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.

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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.
- 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]",

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- (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.

16.10 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker’s Cheque / Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.11 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GGPL. The forfeiture amount will be subject to final decision of GGPL based on other terms and conditions of order/ contract.

16.12 EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

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.
- 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

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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 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

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- 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.
- 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

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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 in 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

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

- 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

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- 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
 - (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

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)

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- 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
- 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.

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog 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

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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.....C
M.

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.

Clause no. 3.0 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. 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.

Clause no. 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. 50 Lakhs if Vendor/Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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.

- (i) Clause no. 5.1 v) and 5.3 v)

When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/

Consultant shall be put on watch list for a period of Three (3) Years.

Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**

(i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**

(c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**

B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)**

(a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

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)**

- 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.

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- 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 a 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 off 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.

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 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.

49. 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

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involvement of the 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 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.

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.

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- d) This agreement will remain valid till validity of bidder's offer to GGPL 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 severely 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

For and on behalf of

(Bidder)

(Supporting Company)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

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 .

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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 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 _____



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Signature_____

Name_____

Designation _____

official seal_____

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.

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:

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	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.	02 years

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	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.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (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:

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- 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.

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.

- 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.

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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.

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- 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, 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

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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

Signature of
Authorised Signatory:

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2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

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 Pro-rata 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

**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 1000009/2024-25/09
1.1	The Employer/Owner is: Godavari Gas Private Limited
2.1	The name of the Works/Services to be performed is: PROCUREMENT OF 2 NO'S 250 SCMH BOOSTER COMPRESSORS ALONG WITH 5 YEARS OF AMC POST WARRANTY PERIOD
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 clarification purposes only, the communication address is: Attention: G. Kavya, Asst. Manager (HR, C&P) Street Address: Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India

	Email: kavya.gorle@apgdc.in;
C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un priced bid the following additional documents (SCC Refers): 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 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Godavari Gas Private Limited at Rajamahendravaram, E.G Dist Andhra Pradesh. Details of GGPL's Bank is Canara Bank, Hyderabad Industrial Finance Branch, A/C No. 2423201000324, IFSC Code: CNRB0002423
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 bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: G. Kavya, Asst. Manager (HR, C&P) Street Address: Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram City: Rajahmundry, Andhra Pradesh.

	ZIP Code: 533125 Country: India Email: kavya.gorle@apgdc.in;
26	The bid opening shall take place at: Godavari Gas Private Limited Attention: G. Kavya, Asst. Manager (HR, C&P) Street Address: Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram City: Rajahmundry, Andhra Pradesh. ZIP Code: 533125 Country: India Email: kavya.gorle@apgdc.in; Date & Time: As mentioned above
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: 10% of Total Order/Contract Value within 30 days of FOA/notification of award. or Initial Security Deposit (ISD) @ 5% of Total Contract Value within 30 days of FOA/ notification of award and deduction @ 5% of invoice subsequently from invoices till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total

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	Contract value.”
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

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SECTION : IV
FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4A	PROFORMA OF "LETTER OF CREDIT" 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

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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.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)

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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 in 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 1000009/2024-25/09

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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



TENDER NO: GGPL/C&P/PR 1000009/2024-25/09

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 1000009/2024-25/09

FORMAT F-4

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

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s Godavari Gas Private Limited

Rs. No: 386/2, Beside District Collectorate
Near ITI College, Dowlaiswaram
Rajamahendravaram – 533107
East Godavari Dist, Andhra Pradesh

SUB:

TENDER NO:

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having our Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Godavari Gas Private Limited, the amount _____ without any reservation, protest, demur and recourse. Any such demand made by GGPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of



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this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

WITNESS:

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____

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

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



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F-4A

PROFORMA OF "LETTER OF CREDIT"
FOR "EARNEST MONEY / BID SECURITY"

To,

M/s Godavari Gas Private Limited

Rs. No: 386/2, Beside District Collectorate
Near ITI College, Dowlaiswaram
Rajamahendravaram – 533107
East Godavari Dist, Andhra Pradesh

SUB:

TENDER NO:

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

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant/Bidder with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by **Godavari Gas Private Limited**, with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to **Godavari Gas Private Limited** during the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract



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- (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
- (c) Fails to accept arithmetic corrections as per tender conditions.
- (iv) The Bidder defaults w.r.t. any terms & conditions of Tender Document which call for forfeiture of Earnest Money Deposit (EMD).
- 2. This Irrevocable Letter of Credit has been established towards EMD/Bid Security against Tender No for (Name of Tender Document)
- 3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
- 4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
- 5. Please obtain reimbursement as under:
- 6. All foreign as well as Indian bank charges will be on the account of M/s. (Applicant/Bidder)

FOR

Authorized Signature

(Original Bank)

Counter Signature

Seal:



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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:
To,
M/s Godavari Gas Private Limited
Rajahmahendravaram

Date:

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**.



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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:



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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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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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

TENDER NO: GGPL/C&P/PR 1000009/2024-25/09

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.

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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.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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.



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F-10
AGREED TERMS & CONDITIONS

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

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.	
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.	



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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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 :



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F-12
UNDERTAKING ON LETTERHEAD

To,

M/s Godavari Gas Private Limited
Rajahmahendravaram

SUB:

TENDER NO:

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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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 Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Schedule of 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		X
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		



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viii	Confirm submission of document along with unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with 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:



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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



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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	
Year 2: FY	
Year 3: FY	

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

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

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

Description	E. Year FY
	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]



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Name of Audit Firm:	[Signature of Authorized Signatory]
Chartered Accountant/CPA	Name:
Date:	Designation:
UDIN No.	Seal:
Membership No.:	

Instructions:

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



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~~(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



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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 : _____



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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

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INTEGRITY PACT

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



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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.

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.

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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

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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

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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.
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.



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(Name & Designation)

For the Principal

(Name & Designation)

For the Bidder/Contractor

Place -----

Witness 1: -----

Date -----

Witness 2: -----

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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.



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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.

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SECTION – V

SCOPE OF SUPPLY

&

SPECIAL CONDITIONS OF CONTRACT



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INTRODUCTION PROJECT

OVERVIEW

Godavari Gas Private Limited (GGPL) is a Joint Venture of Andhra Pradesh Gas Distribution Corporation Limited (APGDC) and Hindustan Petroleum Corporation Limited (HPCL). Godavari Gas Private Limited (GGPL) plans to execute City Gas Distribution (CGD) Projects to supply Natural Gas to Domestic, Commercial, Industrial and Automobile Consumers in East and West Godavari district of Andhra Pradesh. The objective is to supply Natural Gas to both Domestic and Commercial Customers, and to provide compressed natural gas (CNG) as a fuel for vehicles.

The following specification is intended to give the bidder the technical and operating conditions the CNG Booster compressors must fulfill. Features other than those indicated which calls for an improved design, increase in efficiency, enhanced reliability, optimization etc. may be accepted subject to GGPL's approval and to be indicated separately describing all advantages. The scope shall include design, engineering, manufacturing, assembly, testing, supply, supervision of erection & commissioning at site of CNG Booster compressors.

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



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**TECHNICAL SPECIFICATIONS FOR ELECTRIC
MOTOR DRIVEN HYDRAULIC BOOSTER
COMPRESSOR PACKAGES & DATA SHEET**

1.0 SCOPE OF WORK

- 1.1** This specification along with applicable codes as referred, describe the minimum requirements for design, engineering, manufacturing, inspection, testing, supply including packaging, forwarding, insurance, custom clearance, handling and unloading as well as at PURCHASER stores, package performance test (FAT) at Bidder's shop and Site Acceptance Test (SAT) of " HYDRAULIC TYPE ELECTRIC MOTOR DRIVEN RECIPROCATING CNG VARIABLE SUCTION BOOSTER COMPRESSOR PACKAGES" as required for dispensing CNG to vehicles at various locations described in this tender. Hydraulic type CNG Booster Compressor is designed to handle a flow rate of 250SCMH from a variable suction pressure of 30 — 210 kg/cm²g to a discharge pressure of 255 kg/cm²g. GGPL requires Fifteen (02) numbers of Hydraulic Booster Compressors for setting up CNG Daughter Booster Stations at 02 different locations in East and West Godavari Districts.
- 1.2** Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, control panel safety and control devices and other accessories required for automatic and safe operation of the system.
- 1.3** The Compressor Packages shall be identical in all technical respects. Various parts of this specification shall be read in conjunction with each other and in case where the different parts of this specification differs the more stringent requirement shall govern.
- 1.4** Any additional work/equipment or technical requirement not mentioned in the specification but required to make the offered

system complete in accordance with the specification and for safe and proper operation, shall be deemed to be included in the scope of work by the Bidder .

2.0 CODES & STANDARD AND PRECEDENCE

2.1 CODES & STANDARD

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

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

The following codes and standards or equivalent (versions/ revisions valid on the date of order) are referenced to & made part of specification:

- API-1 1P, Second edition, API618
- NFPA-37, OISD179, NFPA-52:2006, NFPA-496, NFPA-68, NFPA-70, IS325
- ANSI, ASTM, NEC, NEMA
- Indian Electricity Rules, Indian Explosives Act.
- EUROPEAN NORM P.E.D., Italian NORM D.P.R.547/55
- EUROPEAN NORM P.E. D., D.M. 24.5.02 - D.M.28.6.02

- D.M 24.11.84 parte prima - sez. II°, D.M. 24.5.02 - D.M. 28.6.02, DIN 2413, SAE J514
- EUROPEAN NORMS, CEI EN 60079-10/CEI EN 60079-14/CEI, EN 60204-1/ CEI EN 60439-1, ATEXSTANDARD

2.2 PRECEDENCE

In case of any conflict among the various documents, the most stringent norm shall govern:

1. Data sheets/drawings
2. This Technical Specification
3. International standards/codes as applicable
4. Indian Standards / codes applicable

Compliance with this specification shall not relieve the bidder of the responsibility of furnishing equipment and accessories of proper design, material and workmanship to meet the specified operating conditions.

No deviations to the technical requirements and to the scope of supply specified in this enquiry document shall normally be accepted and offers not in compliance to the same shall be rejected summarily. In case a deviation is required due to inherent design of the equipment offered, the bidder shall list all such deviations at one place giving reasons thereon.

Bidder shall be responsible for supply, erection, commissioning, and field trial run .Noise level test and performance test of all packages at sites. The field trial run of the Variable Suction Compressor will be for minimum of 04 hours in which satisfactory performance of the package together with all accessories auxiliaries and controls shall be established for satisfactory performance for specified operating conditions. The bidder has to maintain the compressors (including air compressor) for three years (one year during warranty period and



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two years post warranty period) from the date of field performance test/operation. The bidder has to keep the compressors operational round the clock and all the expenditures including manpower, spares and consumables, oil, lubricant etc. to make the compressors operational shall have to be borne by the bidder. The power required to run the compressors will be provided by GGPL. The contractor shall maintain the compressors in sound mechanical condition at all times. The contractor shall rectify the defects notified by GGPL immediately and should submit all the history log sheets and spares availability status along with the report in the format mutually agreed.

Comprehensive Annual O&M for five years (one year during warranty period and four years post warranty period) with spares consumables, man power and lubricants.

3.0 SCOPE OF SERVICES

Procurement of raw materials etc. from sub-vendors. Preparation of documentation for design approval by Purchaser/consultant. Inspection and Testing as per T.S. Surface preparation, protective coating and painting as per T.S. Packaging for transportation to site and supply. Field trial run and performance test at site. Post Commissioning Operation and Maintenance during Warranty Period with all spares, consumables, lubricants and manpower etc., except electricity.

4.0 SCOPE OF SUPPLY FOR EACH COMPRESSOR PACKAGE

Each Hydraulic type motor driven reciprocating CNG booster compressor Packages shall be complete with: Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, control panel safety and control devices and other accessories required for automatic and safe operation of the system.

Cooling system shall be of closed circuit type. Ultimate cooling shall be by air only.

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The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank pressure in dispenser fall below 210 kg/cm²g and stop once the pressure in all three banks reaches 255 kg/cm²g.

Compressor shall be suitable for continuously variable suction pressure from 210 kg/cm²g to 30 kg/cm²g, supplied through LCV mounted CNG storage cascade.

The ingress of oil into CNG adversely effects vehicle emission and storage system. Hence in case of lubricated cylinders, vendor shall supply a proven, maintenance free oil removal system with automatic and manual drain after after-cooler to remove oil from removal system shall restrict the oil less compressed gas. The offered oil mist that 5 PPM in discharge of compressor.

Hydraulic booster Compressor with lube oil system and cooling system as required. Electric motor as Compressor Driver. For metering of natural gas, One Coriolis type Mass Flow meter of Micro motion Make shall be provided at the inlet of Compressor Package.

Instrumentation and control system as specified in the tender. Instrument Air Compressor as required for operation of complete package. Suitable Priority Fill System with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges as specified in technical specifications. Electrical equipment / Instruments being requested in the Compressor package.

Separate junction boxes for different type of signals like analog, digital signals, alarm, shutdowns, and thermocouples, RTDs etc. for interfacing to local panel as per requirement.

Main incoming cable from owners PDB to main control panel of the compressor (a distance of 50 meter is to be considered) through GI conduit/trenches, Cable from owner's electronic earth pit (EE) for electronic circuit in control panel, cable from owner's main Earthing ring to control panel body earth and all inter connecting cables including complete erection accessories like double compression cable gland, cable tags, lugs etc as required.

Common structural steel skid for the compressor- electric motor and for all auxiliary systems.



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Structural supports within the compressor package for all piping, electrical and instruments etc.

Inter-stage and discharge gas, air cooled heat exchangers as required.

All interconnecting oil, gas, water, air piping, cables within the compressor packages

All cable glands within the package and for incoming main power cable shall be supplied by vendor. Cable glands shall be of flame proof type.

Impulse and pneumatic piping/Tubing for all valves, fittings as specified & required for mounting the instruments.

NRV as required for smooth operation.

Y- type strainers, valves, sight flow indicators, check valves, manual drain/traps etc. as required for various auxiliary systems i.e. lubrication system, cooling water systems etc.

Coupling/V- belt/ pulleys as required.

Single Acoustic enclosure for both Compressor and electric motor as specified. CO₂ extinguishing system consisting of two cylinders, piping and valves.

Fire and Gas detection system integrated with compressor instrument panel. Inlet and outlet manual isolating valves.

Operation and Maintenance during the warranty period along with spares, consumables, lubricants and manpower, etc., except electricity.

Piping from air compressor and CO₂ cylinders up to enclosures in the scope of bidder. Special tools and tackles along with Tool Box (List to be submitted with bid)



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Bidder may outsource auxiliaries _equipment from domestic market from reputed manufacturer approved by PURCHASER. However, the overall guarantee shall lie with the bidder.

5.0 EXCLUSIONS

All civil works and foundation design. However the Bidder shall furnish all the relevant data for design of pedestal/ foundation. Bidder to note that Grouting of equipment including supply of material is a part of erection and hence in bidders scope.

CNG Storage Cascade and CNG Dispensers.

All piping beyond battery limits. Piping from Booster Compressor to Air Compressor, to CO₂Cylinders and to cooling water Skid are in bidder_s Scope.

Incoming main power cable to starter cum local control panel.

6.0 UTILITIES & BATTERYLIMITS

6.1 UTILITIES

Bidder shall make his own provision for Instrument air with an electric motor drivenair compressor, receiver and air dryer system.

Aircompressoralongwith1.5KW electricmotorhavingdischargepressureof7kg/cm² with dryer shall be supplied by the bidder. Air receiver of 100 water liter capacities shall be provided. Air dryer suitable for automatic operation shall also be supplied along with all accessories. Air compressor, drier and air receiver for instrument air, shall be kept off the package in safe area or client_s building. Piping, electrical & instrumentation cabling shall be in bidders scope. Necessary FR unit shall be provided as per requirement. Manual drains and automatic moisture traps shall be provided in the system. Air receiver shall be provided with SRV, pressure switch,pressure gauge and drains. Pressures witch and pressure gauge shall have isolation valve. Air dryer shall be with by pass arrangement.

Two Number Tappings from air receiver and dryer shall be provided as follows:

- a) For dispenser: One tapping with isolation valve from air receiver.
- b) For booster compressor: One tapping with isolation valve from air receivers.



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Cooling water is not available as utility and the package shall be provided with self-sufficient cooling water system for Compressor, as required, with makeup tank. However cooling water for makeup tank is available. All the electrical equipment in this system shall be suitable for area classification of Hazardous area CLASS-1, DIVISION- 1, GROUP-D of NFPA.

All electrical and instrumentation terminals shall be as specified. Electric power shall be made available by Owner.

For running the compressor and illumination 415 Volt (-E10 %) 3 -phases 3 Wire, 50 Hz (-

± 5%) shall be provided to starter panel to feed the compressor motor. Bidder shall indicate power/ Feeder (KW/Amp) requirement in the offer.

Purchaser shall provide UPS (240 -E 1 % V, 50 -E 1 % Hz) for LCP. Bidder shall indicate power/ feeder (KW/Amp) requirement in the offer. Bidder to make arrangement for conditioning of power supply beyond above limit.

6.2 BATTERY LIMITS

All customer interface connections, gas Inlet shall be brought out to the package edge and terminated with $\frac{3}{4}$ " OD SS-Tube.

As and where specified on the data sheets all vents (i.e. Relief valve, distance piece and packing) shall be manifold and terminated at skid edge outside the enclosure and vented to safe height of 2.5m at package roof with proper support.

All drains from different process equipment, distance piece and packing shall be manifold and terminated as single point for customer interface duly flanged with isolation valve.

UPS and Non UPS power shall be made available from power distribution board (PDB) in the electrical room. Supply, Erection and termination of all cables and accessories from feeder in electrical room (50 mtrs distance to be considered) shall be in the bidder's scope.



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Electrical earth pit shall be made available at a distance of about 5 mt from compressor package. Electrical Earthing Cable from this earth pit shall be in the bidder's scope shall be terminated to dedicated earth provided in the panel through proper size of glands. Owner's earthing main ring shall be made available at compressor foundation for equipment earthing. Electrical earthing for motor shall be done through Cable and the body earthing to be done through GI strip of 25 x3 inside the compressor package shall be in the bidder's scope.

7.0 DESIGN DATA

7.1 DESIGN LIFE

The design life of the CNG booster station facilities shall be 30 years as minimum.

7.2 ENVIRONMENTAL CONDITIONS

Ambient Air Temperature (Min./Max.) 18 °C /48 °C

Relative Humidity 97%

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7.3 GAS COMPOSITION

The expected gas composition is given

below, Feed Gas Composition

Component	Normal Gas Composition Range (MOI %]	Design Case Composition Range (MOI %]
Methane	82.0 — 99.0	95.21
Ethane	7.5 — 0.9	1.82
Propane	3.5 — 0.0	0.57
i-Butane	0.75 — 0.0	0.20
n-Butane	0.75 — 0.0	0.13
i-Pentane	0.15 — 0.0	0.06
n-Pentane	0.15 — 0.0	0.05
Hexanes	0.25 — 0.0	0.21
Carbon dioxide	4.9 — 0.0	1.46
Nitrogen	0.08 — 0.0	0.29
H ₂ S	0.00001	0.00001
Total	100.0	100.0

7.4 CNG SPECIFICATION

The CNG specification should meet the IS 15403:2000 (E) natural gas quality designation for use as a compressed fuel for vehicles.

The proposed specification of the CNG is as follows:

Gas Temperature	Oil	-10 °C to 70 °C
Content		10 ppm
	Particulate matter	< 5 microns
	Odorant	S10 mg/sm ³ (Ethyl Mercaptan)

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7.5 DAUGHTER BOOSTER STATION

Suction Pressure Outlet 30 to 210 kg/cm'g

(Note-1)Pressure Design Pressure 210 —

255kg/cm'g

Design Temperature 65 °C

Compressor Capacity 280

kg/cm²gStationary Cascade

Capacity 250

SCMH

3000 Litre of water

Notes:

1. The hydraulic type motor driven reciprocating type booster compressor is designed for suction pressure of 30-210 kg/cm'g.

8.0 AREACLASSIFICATION

All electrical and electronic components shall be suitable for hazardous area CLASS I DIVISION I Group D or Zone -1 Group IIA/II as per IS/IEC.

9.0 SAFETY

All controls shall operate in fail-safe mode i.e. failure of any control shall not lead to running of equipment in unsafe condition. Fail -safe control shall be available through hardware for all trips and also in software if PLC is used for controlling.

All electrical and electronic devices shall meet the requirement of specified areaclassification in which they are installed.

All exposed rotating parts shall be provided with adequate guards of non-sparking anti static type. Drive belt, if used, shall be anti -static type, fire resistant.

Piping shall be arranged in a manner so as to provide clear headroom and accessibility within the package. Adequate clearances shall be provided for all the engineered components for O&M point of view.

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The compressor system shall be designed to prevent air ingress in the system during startup, operation and shutdown. Necessary instrumentation shall be provided.

Package enclosures shall have one IR- L.E.L detectors and one Ultra Violet (UV/IR) fire detectors in each enclosure to cover the enclosures effectively.

All material used in the package shall be flame retardant.

Relief Valves shall be provided at suction and discharge of compressor with setting as per cl.

7.20.3 of API — 11P with R.V. venting as per CI. 7.20.4 of API-11P. All vented to common relief valve header.

Modular type DCP fire extinguisher (10Kg Capacity) shall be provided with compressor package.

Warning and Operating instructions to be displayed at equipments as per the statutory/ safety regulations including following warning and caution signage:

- a. -No Smoking| Sign on the package.
- b. Caution notice — This Machine may automatically start at any time|
- c. |Stop Motor|.
- d. -Flammable Gas-.
- e. Instructions on -Emergency Shut Down System|
- f. Instructions on -Operating Instructions for CO₂ System|
- g. Instructions on -Package Operation|

10.0 CO₂ FLOODING SYSTEM:

The package shall be protected by automatically operated CO₂ flooding system designed as per NFPA-12, which should have minimum following features:

- a) Minimum One No. Gas Detector IR type which have self check function to generate fault alarm and have 4 to 20 I₁A transmitter for 0 to 100% LEL shall be provided. Bidder shall provide suitable comparator like trip amplifier of MTL/phoenix /P&F make to generate alarm signal at 20 % LEL and trip signal at 50% LEL. Indication lamp shall be provided for fault, alarm and trip signal in LCP.

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- b) Minimum One No. Flame Detector (UV-IR type) with self-check function and transmitter, alarm on detection of flame shall be provided. Package should have atleast one no. flame detectors. self check function to generate fault alarm and trip alarm in case of flame detection Indication lamp shall be provided for fault and trip signal in LCP.
- c) CO2 flooding system shall consist of 2 Nos. equally sized CO2 Cylinders, size of the cylinder shall be as per compressor enclosure size. The bidder shall submit necessary calculation during detailed engineering. One cylinder will act as main cylinder & other as stand by, which shall have identical arrangement and connected to the system.

The cylinders shall be protected from weather and direct sunrays as per Gas Cylinder Rules, 2004. Cylinders shall be fitted with actuated Valves, Solenoid valves etc. for automatic actuation. Control philosophy shall be such that in case main cylinder fails the stand by cylinder shall discharge automatically. For this the vendor shall provide suitable device such as pressure switch to detect the failure of main cylinders failure. One manual switch / call point shall be provided to operate the CO2 cylinder from remote control room. Pulldown lever/ Manual Valve shall be provided for manual operation of CO2 System shall be provided.

- d) The System shall be designed to operate on 24 V DC supply.
- e) Interlock of CO2 Flooding system with compressor as per following sequence:
 - i. Compressor shall trip on detection of gas at preset level.
 - ii. Compressor shall trip on detection of flame at preset level and automatic discharge of CO2 gas shall take place from the main cylinder simultaneously.
 - iii. Maintenance Override Switch shall be provided to keep the system off during maintenance.
 - iv. Compressor shall not start if the CO2 Flooding System is faulty, not working, switched OFF during maintenance etc.
 - v. Selector switch shall be provided to put Main/Stand by Cylinder in line at the turn of a switch as per requirement.
- f) CO2 Cylinders shall be provided outside the package at a safe place, minimum 4.5 meters away (aerial distance), where it is not exposed to fire in case of fire in the compressor. Facility shall be made to operate the system both manually from remote with the help of a switch/ callpoint and with help of pull down lever on cylinders.

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- g) All installation shall be compatible for hazardous area Class 1, Division 1, Group-D for Methane Gas.
- h) Technical specifications, Operation and Maintenance Manual, CCoE Certificate, Approval/ Manufacturing certificates for cylinders and cylinder valves, Calibration Certificates of MassFlow Meter, gas detectors, flame detectors, solenoid valves etc. shall be furnished by the Bidder along with system. Software and hardware, calibration procedure shall be provided by the Bidder along with the supply sufficient enough to handle the system independently.
- i) System shall be tested by the Bidder after commissioning at site by creating fire signal and actual discharge of CO₂ Gas from the Cylinders. The cylinders have to be refilled by the vendor at no extra cost to purchaser after testing. If the system fails during testing, subsequent testing and refilling would be at vendor's cost.

11.0 TECHNICAL SPECIFICATIONS

GENERAL - HYDRAULIC RECIPROCATING COMPRESSOR

- a) To increase the dispensing speed & reduce waiting time for filling at daughter booster station and better utilization of cascade capacity, hydraulic type motor driven reciprocating CNG variable suction booster compressor of capacity 250 SCM/H at suction pressure of 30 kg/cm²g has been envisaged at daughter booster station.
- b) Hydraulic type reciprocating compressor with electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, control panel safety and control devices, tubing, valves, instrument and other accessories required for automatic and safe operation of the system.
- c) The pistons / cylinders are actuated by hydraulic fluid instead of connecting rod. The hydraulic compressors are suitable for high suction pressure and for relatively low volume filling. The CNG gas shall be totally oil free, hence the membranes are inserted for positive separation.
- d) Following specifications are intended to give the Bidder the technical and operating conditions the compressor must fulfil.
- e) The Bidder shall meet all applicable statutory codes, National law and Local regulation for safety and environment protection.
- f) Cooling system shall be of closed circuit type. Ultimate cooling shall be by air only.
- g) Bidder shall include all interconnecting piping tubing/cables.

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- h) Hydraulic type CNG Booster Compressor is designed to handle a flow rate of 250 SCMh from a variable suction pressure of 30 —210 kg/cm²g to a discharge pressure of 255kg/cm²g.
- i) The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto incase high bank pressure in dispenser fall below 210 kg/cm²g and stop once the pressure in all three banks reaches 255kg/cm²g.
- j) The priority fill system will ensure maximum flow rate by filling of vehicle and storage cascade.
- k) Compressor shall be designed to ensure flow capacity as indicated in data sheet.

11.2 COOLING SYSTEM

Each compressor package shall be complete with its own cooling system. The cooler shall be air cooled heat exchanger. The gas temperature after-cooler shall not exceed 50 Degree C.

For calculating the surface area of the cooler, the ambient air temperature of 42 Degree C and 80% RH shall be considered. Cooler design shall be based on 20% extra load corresponding to max severe operating conditions based on the thermal duty. Cooling system to be preferably installed on same skid along with compressor due to space constraint. Therefore, all electrical and instrumentation equipment installed shall be as CLASS 1, DIVISION 1, GROUP of NFPA or ZONE-1, GROUP IIA/IIB, IS/EIC

11.3 ELECTRICS

Prime mover (Electric Motor)

The motor shall be flame proof/ explosion proof and confirm to IS: 2148 suitable for zone 1 group IIA and T3 area as per IS/IEC. The Motor shall be of standard frame size as per IS/IEC and rated for continuous duty with high efficiency and shall be designed for star-delta starting. The Motor shall be provided with class 'F' insulation, however, temperature rise shall be limited to the temperature specified for class 'B' insulation as per IS and shall be suitable for voltage variation of 415V-± 10%. The bidder shall indicate the guaranteed total power requirement in KW. The motor rating shall be 110% of the greatest BKW required by the compressor.

Type of drive Totally enclosed fan cooled (TEFC) high efficiency as per IEMA standard-19-2000

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- | | |
|---------------------------------|---|
| b) Protection Explosionproof | IP.55 |
| c) Insulation | Class —FII with Class —BII temperature rise |
| d) Mounting | As per system requirements |
| e) Specification Standard | IS-325 |
| f) Supply Voltage(assumed) | 415 -430 10% volt, 3 phase, 50 -± 5%Hz |
| g) Synchronous Speed | By Bidder |
| h) Motor rating | By Bidder |
| i) Motor efficiency% | By Bidder |
| j) Power factor | By Bidder |
| k) Speed of motors | |
| l) Nos. of hot starts of motors | 4 per hours |
| m) Coupling direct/flexible | By bidder |

Motor accessories as required

Bidder to include as per package requirement. Electrical supply parameters:

All electrical shall be suitable for the following supply conditions.

Electrical operating voltage : AC, 3 phase, 415 V, 50 Hz

Electrical control voltage : 240 VAC, 50 Hz (under

supplier's scope) Tolerance of voltage :-L

10%

Tolerance of

frequency:-L 5%

Electric Specification



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All electrical equipment of compressor package shall be installed in accordance with Zone 1, Gas group IIA, T3, IS 5571 and shall have approval of a recognized certifying authority.

GGPL shall provide 415 10% volts, 3 phase and 50 + 3% Hz electrical connection at CNG station electrical panel only.

Vendor shall supply the starter cum local control panel and the same shall be flame proof construction with IP 54. Certificate from recognized agency to the effect that equipment supplied and or installed conform to above area classification. All devices shall meet the requirement for the specified area classification in which they are installed, including instrumentation leads.

Vendor shall supply all the cable within the package.

The power & control cables rated low voltage shall be designed for a system voltage of up to and including 1100V. The conductor shall be either annealed copper or aluminium for power cables and annealed copper for control cables. Conductors 6mm² and larger shall be stranded. Conductors below 6mm² may be stranded or solid as per IS8130.

The cables shall be suitable for use where combination of ambient temperature and temperature rise due to load and short circuit condition results in conductor temperature not exceeding the following.

Type of Insulation	Continuou soperation	Short circuit condition
General purpose PVC	70°C	160 °C
XLPE	90°C	250°C

The insulation shall be of cross-linked polyethylene conforming to the requirements given in Table - 1 of IS:7098 Part-1. The average thickness of insulation shall be not less than nominal value specified in Table-3 of IS:7098 Part-1. The Filler and Inner sheath shall be of extruded PVC conforming to the requirements of Type -ST2 of IS: 5831 for XLPE cable. The thickness of inner sheath shall be as given in Table-5 of IS: 7098 Part-1.

Armour shall be Galvanized steel round wires/strip for multi -core cables and Aluminum for single core as per IS3975.

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Outer sheath shall be Extruded FRLS (flame Retardant, Low smoke), Type ST2 PVC of IS 583 1 for XLPE cables, colored BLACK.

All the above cables are intended to be used in hazardous gas areas. The cable shall accordingly be identified on outer sheath as per IS. The resistance of the armour shall not exceed that of the conductor as specified in IS 8130 by more than 33%.

Cable entry

Control Panels: Bottom

Cable Glands and Cable sealing

Cable gland shall be Ex de type with suitable size double compression type Nickel Plated brass glands are to be supplied for all cables. For entries in to Ex d enclosures, barrier type (or compound filled) glands are provided. All cable glands and adaptors are to be type tested and certified by appropriate authorities for use in specified hazardous area.

Earthing System

The design & installation of earthing system shall be as per IS 3043 or equivalent international specification. The design and installation of earthing within the package shall be vendor scope. Vendor to provide provision for skid earthing. One or more no of earth plates with provision of inter connection to main earth grid shall be provided.

Phase sequence preventer (Current based) shall

be provided Vibration

Compressor maximum vibration of cylinders shall not exceed 10 mm/sec unfiltered peak velocity. Maximum vibration level of installed compressor frame shall not exceed an unfiltered peak velocity of 5mm/sec or 200 micron unfiltered peak-to-peak vibration whichever is less. The bidder shall provide for all structural support within the package so that these levels can be achieved.

11.4 INSTRUMENTATION CONTROLS

All the instruments and control shall be suitable for area Class I, Group D, Division I.

All package mounted transmitters & temperature elements, solenoid valves, switches and related junction boxes shall be flame proof 'd' as per IEC 79 -1. Other special equipment / instrument, shall be flame proof/explosion proof as per IEC 79 -1.

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The compressor package instrumentation & control is to be configured for manual as well fully automatic control system including starting, shutdown as applicable for unattended operation.

Suitable barriers may be used for safety.

All the instrumentation shall be capable or operating for full range of operation.

Separate junction boxes shall be provided for each type of signal/control/power cables. All Signal, control and RTD cables shall be of 250V grade made of copper conductor of min 1.5 mm², PVC insulated, PVC Shredded and armoured.

Suitable bypass for interlocks shall be provided for startup.

Emergency shut down (ESD) System is also in scope of vendor. This shall be in accordance with NZS-5425. A fail-safe system shall be designed and incorporated to isolate cascades storage from dispensers, stop compressor isolate the compressor suction and cut off power supply on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. To isolate dispensers actuators of dispensers may be used.

Compressor package shall be provided with following instruments:

1. All tripping shall be with lamp indication and annunciation.
2. Temperature indication: each stage discharge and after- after cooler.
3. Pressure indication: final stage discharge, high & med bank; Pressure switch final stage discharge, high & med bank
4. Hydraulic oil tank: Level switch, temp indication & switch; Pump Pressure indication.
5. Coolant: Temp & pr indication & switch and temp indication after cooler.
6. Hour meter.
7. One no. Pressure Switch/Transmitter shall be installed in the inlet line to compressor.
8. One no. Coriolis mass flow meter with integral local display with transmitter shall be installed for metering of gas.

11.5 PRIORITY FILL SYSTEM

Vendor shall supply a suitable priority fill system with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural. The Priority fill system shall ensure that vehicle filling takes precedence over cascade filling.

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Tubing and valves from LCV cascade and stationary cascade to compressor shall be*/
<— SS 316 OD and other tubing and valves shall be minimum 1/2" size. End
connections shall be 3/4" size pipe OD.

Suitable priority along with valves (for example 3 -way Valve) shall be
provided so that compressor can take suction either from LCV cascade or from
stationary cascade as described following :

Case —I: Suction from LCV Cascade

- a) If the LCV Cascade pressure is more than 210 kg/cm²g, the gas dispensing
should take place directly from LCV to dispenser bypassing booster
compressor.
- b) Compressor shall start on pressing of manual start push button when the
LCV cascade pressure falls below 210 kg/cm²g. The priority of filling
shall be as follows:
 - i) First priority: Priority panel shall first fill the vehicle through dispenser.
 - ii) Second priority: If no vehicle is to be fuelled, priority panel shall fill
the stationary cascade. The compressor shall shutdown automatically when
either all stages of stationary cascade are filled to a pressure of 255 kg/cm²g
or pressure in mobile cascade is less than 30kg/cm²g.

Case -II: Suction from stationary cascade

- a) Dispensing shall be done through stationary cascade without
compressor running, if stationary cascade pressure is more than
210kg/cm²g.
- b) Compressor shall start on pressing of manual start push button if stationary cascade
pressure is less than 210 kg/cm²g. Dispensing into the vehicle should take place as
usual. Compressor shall trip if either there is no vehicle.

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11.6 ENCLOSURE OF CNG COMPRESSOR PACKAGE

The maximum ambient temperature within the enclosure shall be limited to 50 Degree C based on the ambient temperature of 47 Degree C. Adequate ventilation fans shall be provided to meet the above and also to account for heat dissipation of the coolers.

The compressor package shall consist of single enclosure for Compressor and Electric Motor. The equipment shall be mounted on one common skid. The Enclosure to restrict maximum noise level to 70 DB(A) at 1 meter from the enclosure.

Enclosures shall be provided with a degree of protection equivalent to IP 55 as defined in AS 1939, shall be flameproof.

All the pressure, temperature, gas flow meter, oil level, lube oil pressure, coolant temperature, coolant level indicators shall be preferably visible from outside of enclosures.

Enclosures shall have internal flame proof lighting arrangement. For handling of all heavy parts for maintenance purpose lifting arrangement i.e. beam fitted with chain hoist shall be provided inside enclosure.

The Compressor shall be located inside an acoustic enclosure at Grade Level. All accessory and auxiliary system along with interconnecting piping shall be inside an enclosure, Enough headroom shall be made available for easy access and maintenance of all equipment.

Components such as pressure gauges, temperature and pressure switches etc., which require in-situ adjustment and reading, shall be easily accessible.

Conduits and tubing shall be arranged in orderly and systematic manner and shall be routed neatly to enter the back of display or monitoring panels.

Routine service item such as, but not limited to, oil filters, gas filters and drive belt shall be located to facilitate easy one-man servicing.

Items which must be operated & monitored during operation shall be readily accessible without opening the enclosure door. For which, if required, separate partition with door must be provided.

Suitable gradients shall be provided on the enclosure roof for rain drainage and to avoid water pockets.

11.7 PIPING AND TUBING

All rigid piping, tubing & other components of compressor package shall be designed for full range of pressure & temperature and loading to which they may be subjected with a factor of safety of at least 4 based on minimum specified tensile strength at specified ambient temperature. Compressed air header and water piping shall be GI or seamless steel. The instrument air tubing material shall be SS-316/SS304. All lube oil piping downstream of filter shall be series 300 Stainless Steel. Mercapton/THT dosing is envisaged hence all materials coming in contact with gas shall be



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compatible to such gas with Mercapton/THT dosing and be of compressor manufacturer's standard. The use of SA 515 material is prohibited.

All gas piping/ tubing, valves, fittings etc. from Suction of the 1st stage (right from interface) through final discharge from the compressor (upto interface) shall be SS -316 material with double compression ferrule fittings.

11.8 PRESSUREVESSELS:

All pressure vessels shall be designed as per ASME VIII Div 1 or equivalent with 3 mm corrosion allowance and shall be fully (100%) radio-graphed as per ASME VIII-UW (a) or equivalent.

11.9 INSPECTION AND TESTING

11.9.1 General

1. Inspection and Test Requirements shall be as per approved QAP
2. Bidder shall confirm compliance to all inspection and testing requirements stipulated therein and included the inspection charges in the lump sum cost.
3. TPI shall be in the scope of GGPL. All Inspection and testing shall be witnessed by Third Party Inspection Agency, arranged by GGPL. Approved Third Party Inspection Agencies are Bureau Veritas Industrial Services (BVIS), Lloyds Register of Shipping (LRIS) SGS or DNV or approved by GGPL.
4. GGPL may witness tests as per data sheet and this specification. The bidder shall notify the timing of such inspection and testing at least 15 days in advance to GGPL. GGPL may depute their representative for witnessing the tests.
5. Bidder shall submit detailed Test Procedure for Approval of the GGPL one month in advance of the actual date of conducting each test.

11.9.2 Mechanical running test (MRT)

The MRT for the each compressor shall be carried out in presence of Purchaser or their representatives along with third party as arranged by Vendor with job or shop driver including complete job driving system for 4 hours continuously at shop of compressor

manufacturer. The compressor need not be pressure loaded for MRT test. During this test following shall be recorded at agreed intervals.

- Vibration levels measured on cylinders and frame
- Oil cooler inlet and outlet temp
- Electric Current of each drive

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Bidder shall submit test procedure for approval. Dispatch clearance shall be given after reviewing all test certificates/documents and completeness of the equipment.

11.9.3 Package Performance Test

Bidder shall assemble the complete package including auxiliary systems, instrumentation, safety devices within the enclosure at his shop/site and dispatch. The machine shall be accepted after the performance test at site. Complete package shall be performance tested as a module along with electric motor & compressor performance Bidder shall demonstrate all controls, shutdown, trips / alarms etc.

The test shall be the basis of acceptance / rejection of the package the reon. Bidder shall submit the detail test procedure for the same, which shall be approved by PURCHASER. The test for the package shall be witnessed by PURCHASER or their representatives. All guaranteed and other critical parameters shall be demonstrated by the Bidder. In PG test minimum following shall be recorded.

- Compressor capacity average
- Sound level
- Vibration levels measured on cylinders and frame
- Bearing Temp
- Oil cooler inlet and outlet temp

Electric current of each drive.

Bidder shall arrange a Mass flow meter at Discharge of Compressor package to measure the flow for Performance Guarantee test. Duration of test shall be approximately 4 hours which may be in steps in consultation with purchaser.

Formal Test procedure shall be submitted for approval of the purchaser before conducting the test

11.10 SPARE PARTS, SPECIAL TOOLS AND TACKLES

1. All spare parts, special tools & tackles for erection and commissioning shall be supplied and shall form his scope of supply.

2. A brand new Separate set of special tools and tackles along with Tool Box as required for Normal maintenance after warranty period shall be supplied by the bidder, which shall form the property of Purchaser. Bidder shall submit a list of all such tools and tackles with the unpriced bid.

11.11 DOCUMENTS/ DATA REQUIRED ALONG WITH BID

Bidder shall necessarily furnish the following along with the bid without which the offer shall be considered incomplete:

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- a. Completely filled in Data Sheets of Compressor, Electric motors
- b. Deviations if any to this Technical Specification
- c. Tentative Layout/key Plan/General Arrangement indicating size of the skids, Centre distance between skid & space required along with maintenance requirements.
- d. Checklist duly filled in with regards to scope of supply
- e. Proven track record format duly filled in. Utilities requirements
- g. Electrical Load summary
- h. Catalogues of compressor, electric motor, instrumentation items, etc.

Any other document required over and above aforesaid documents during engineering stage after placement of order shall be supplied by bidder. Bidder shall also supply above data in editable soft copy.

11.12 GUARANTEED PARAMETERS

Sl.No	Description	Bidder to indicate
1	Average flow capacity (overfull range of suction pressure from 210 kg/cm ² g to 30 kg/cm ² varying on continuous basis) required min 250 Sm ³ /hr	
2	Minimum flow capacity corresponding to suction Pressure of 210 kg/cm ² g	
3	Minimum flow capacity corresponding to suction Pressure of 30 kg/cm ²	
4	Minimum flow capacity corresponding to suction Pressure of 50 kg/cm ² ; required min 250 Sm ³ /hr	
5	Sound level of enclosure (required Max 70 DBA)	
6	Power consumption of the package (inclusive of all auxiliaries) corresponding to suction pressure 30 kg/cm ² g and discharge at 255 kg/cm ² g	



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Note to SI no 6: Power loading shall be done on the basis of lowest power consumption quoted. In case of difference between the indicated power consumption in the bid and actual power consumption observed during performance guarantee test, penalty shall be levied for the differential unit. The above price loading and penalty shall be calculated based on the following:

$$E (\text{Rs.}) = (E_d) \times R_e \times 6570 \times D_f$$

E = Amount of penalty or price loading in INR

E_d = Difference of units with the Lowest (for Loading) with the indicated KW (for penalty)

R_e = Unit rate of electricity which is Rs. 6/- per unit

6570 = 18 hrs per day for 365 days

D_f = 3.274 (Discounting factor based on 5 years of operation)

11.13 RECOMMENDED MAKE

Preferred makes of electrical equipment shall be as follows

- | | |
|--|---|
| a) FLP motors | - ABB/Crompton greaves/
Kirloskar/Siemens/Siemens/ Bharat |
| b) FLP Switchgear | Bijlee |
| c) Switches/fuses/contr
ctors | - Baliga/ FCG/ FPE/ Sterling/ Flexpro/ |
| d) PLC | SudhirL&T/ GEC/ Siemens/ |
| e)IR Gas detectors | BCH/Telemecanique |
| | - Allen Bradley, GE Fanuc,Siemens |
| | - General Monitors /Crowcon/Tata/
Sieger/ Honeywell /Any other CCoE approved |
| f)UV Flame
detectors | |
| | make |
| g)Air Compressor (for instrument air)- | IR/ KPCL/ Elgi/ CP make |

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11.14 OPERATION AND MAINTENANCE SERVICES DURING WARRANTY

11.15 The bidder must follow the OPERATION AND MAINTENANCE REQUIREMENT as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

11.15.1 Accommodation / Transportation / Medical

The Bidder shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the personnel.

11.15.2 Discipline

The Bidder shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee, he shall arrange to replace such persons within 24 hours of notice issued by the Engineer-in-charge. The decision of the Engineer-in-charge in this matter shall be final and binding on the contractor.

11.15.3 Gate pass/Identity Card

The contractor shall arrange to supply / renew identity card to his workforce at his own cost, if so required by PURCHASER for security or for any other reasons. Those contractor's personnel shall be required to carry their respective identity cards while on duty and produce on demand.

11.15.4 Right to get services carried out through other agencies

Nothing contained herein shall restrict PURCHASER from accepting similar service from other agencies, at its discretion and at the risk and

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cost of the contractor, if the contractor fails to provide the said services any time.

11.15.5 Sub-letting of Contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization without prior permission of purchaser.

11.15.6 Compliance of Laws

The Bidder deploying 20(twenty) or more workmen as contract labour shall have to obtain license from appropriate licensing authority, if required. The Bidder (which shall include the Contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various labour laws legislation_s including labour license from the competent authority under the Contract labour (-Regulation & Abolition) Act 1970 and Acts made thereafter.

The Bidder shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and personnel deployed by the Bidder for rendering services to PURCHASER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The Bidder shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employers contribution to the Provident Fund.

The Bidder shall not engage / deploy any person of less than 18 years under this contract and the persons to be deployed should be physically and mentally fit. The installation where job is to be carried out are alive and have hydrocarbon environment. Bidder shall comply with all safety and security rules and regulations and other rules laid down by PURCHASER for its operation. It shall be the duty/responsibility of the

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Bidder to ensure the compliance of fire, safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the contractors personnel will lead to the termination of the contract in all respects and shall face penal/legal consequences.

The Bidder shall arrange for insurance of all workers engaged on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of workers compensation Act, 1923 or any other law in force. PURCHASER has to pay compensation for a workman employed by the due to any cause whatsoever the amount so paid shall be recovered from the dues payable to the and / or security deposit.

11.15.7 Officer in Charge

The officer in charge shall have power to

- i) Issue the Bidder from time to time during WARRANTY such further instructions as shall be necessary for the purpose of proper and trouble free operation of equipments.

- ii) Order the Bidder to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the shall be final and binding on the contractor.

11.15.8 Repatriation and Termination

PURCHASER shall reserves the right at any time during the period, to terminate the services by giving 30 days' notice to bidder, and upon expiry of such notice period the bidder shall vacate the site/office occupied by him immediately.

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11.15.9 Indemnity Agreement

Bidder shall exclusively be liable for non-compliance of the provision of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and the hereby undertake to indemnify the company against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under minimum wages act, payment of wages act, workman compensation act, personnel injury (compensation insurance) act ESI Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance Scheme or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract. (A certificate to this effect shall be submitted by the immediately on receipt of LOA)

11.15.10 Compensation for non-fulfillment of obligation under Warranty

During the warranty period, the Bidder must ensure that the compressor is available for a minimum of 18 continuous hours a day and 365 days a year for performing the required services as defined in the tender document. The timing of 18 hours will be decided by client. If the Bidder fails to provide the required services for any day, the Bidder shall compensate the owner @ Rs 200/- per hr. for compressor for the default period. For calculation of default period will be recorded jointly by the Bidder and the owner on daily basis. However, compensation will be on monthly cumulative basis rounded to nearest hour. During 6 hours, Bidder can carry out cleaning and preventive maintenance. Bidder in consultation with owner can club these 6 hours for two consecutive days for two times a month only without any penalty. In addition to above, Bidder shall also be allowed Down time for the compressor package cumulative up to 18 hours per month to carry out the periodic / scheduled / breakdown maintenance / routine checking of compressor package. In case Bidder has utilized less down time of the compressor package than that allowed, they can carry forward only max unutilized 9 hours downtime to immediate next month. The max penalty per month shall not be more than 50% of per month charge against O&M quoted by the Bidder.

11.15.11 Contractors Responsibility

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The Bidder shall depute his Supervisor for supervision of the services to receive instructions from Engineer-in-charge or his representative.

11.15.12 Employment Liability of Contract

The Bidder shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him in the presence of company's representative.

The Bidder shall be directly responsible and indemnify the company against all charges, claims, dues etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

The Bidder shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor. The Bidder shall ensure regular and effective supervision of the personnel deployed by him.

The Bidder shall be liable for making good all damages/losses arising out of loss or theft of each handled, leakage pilferage of any office, furniture equipment fitting and fixtures what-so-ever as may be caused directly or indirectly by the engaged persons through him/work carried out by them.

11.15.13 General

The operation and maintenance services shall be provided in terms of shift pattern on the round the clock basis as mentioned in the tender document.

i) The Bidder shall deploy adequate number of technicians/supervisors / Engineers / helpers as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract.

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In case required to meet operational requirements, the Bidder shall augment the same as per direction of Engineer-in-charge.

ii) The Bidder is required to carry out all services as mentioned in the Scope of Services on all the 365 days including Sunday and all Holiday & round the clock.

iii) The Bidder shall allow weekly rest and daily working hours to his workmen as per the relevant Act/Law/and Rule made there under. However, no work shall be left incomplete/unattended on any holiday/weekly rest.

Technician/operators provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer

- in-charge and deployed workman.

iv) The work force deployed by the Bidder for O&M services at CNG installation shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the as well as for the installation.

v) Bidder has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-charge, which will be final.

vi) Regarding work completion, the decision of the Engineer-in-charge will be final and binding.

vii) The Bidder shall make his own arrangements to provide all facilities like board ing and transport etc. to his workmen.

viii) All personnel of the Bidder entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while

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working on premises of the company including worksites.

ix) Bidder shall maintain proper record of his working employees attendance and payment made to them.

x) The contractor representative/supervisor shall report daily to the Shift- incharge for day to day working.

xi) All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by PURCHASER will be strictly adhered to by the contractor.

xii) The rates quoted by the Bidder must be inclusive of all the taxes, duties, services tax, work contract tax and any other levies, contractor share of P.F. and insurance charges, contractors profit and any other expenditure etc.

xiii) It will be the responsibility of the Bidder to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.

xiv) The services shall be provided in terms of shift pattern on the round the clock basis. The Bidder is responsible to provide effective and efficient services in all shifts and assure that there is no disruption in the services for want of any resources.

xv) The Bidder shall deploy adequate number of technicians/supervisors/ engineers at various site offices in consultation with Engineer-in-charge to provide trouble free operation & maintenance of the compressors.

xvi) All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers /walky-talky/cellphone.

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xvii) All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines/direction of engineer-in-charge of authorized representative.

11.16 OPERATION AND MAINTENANCE OF COMPRESSOR PACKAGES DURING WARRANTY PERIOD.

11.16.1 SCOPE OF SUPPLY DURING WARRANTY PERIOD

All the Spares, consumables, Lubricants, lubricating oil, coolant, sealant, manpower etc. required during the warranty period of the compressor packages for round - the clock Operation and Maintenance shall be in scope of the Bidder and shall be kept in stock. Electricity shall be supplied free of cost to the Bidder.

11.16.2 SCOPE OF SERVICES DURING WARRANTY PERIOD:

The Bidder shall have to keep all the spares, consumables, lubricants, coolant, etc required for carrying out Round the Clock Operation and Maintenance of CNG Compressor Packages and Periodic, breakdown, emergency maintenance etc of the package to minimize the down time of the compressor. Non availability of compressor package for non-availability of spares shall be liable for Compensation.

All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Bidder. The scope will also include handling equipment like crane, forklift, chain pulley block, etc required during any maintenance activity.

Any expert services required from principal company or OEM shall be arranged by the Bidder or his agent at his own cost. All arrangements like phone, fax, computer, Internet etc required for correspondence with above personnel shall be arranged by the Bidder.

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The Bidder shall provide the detailed Preventive maintenance schedule as per OEM recommendation along with Estimated down time required for each type of maintenance schedule.

- List of spares and their quantities required for each type of maintenance schedule per compressor.
- Type and number of man days required for each type of maintenance schedule per compressor.

The Bidder shall plan such maintenance during non -peak hours and in Consultation with Engineer In Charge (EIC) of PURCHASER. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC.

The Bidder shall use only OEM_s certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valve spring, valve plates, piston rings etc. after certain time interval, it shall be replaced or used further only on approval from the PURCHASER representative. However, any untoward consequences for non-replacement of such parts shall be the responsibility of the Bidder.

The Bidder shall submit a copy of the daily/ weekly/ fortnightly/ monthly/ bimonthly/ quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the Bidder.

All the maintenance / inspection job carried out by the Bidder shall be recorded and the report of the same shall be jointly signed by PURCHASER representative.

The EIC will be final authority to take decision with regards to maintenance or replacement of parts or any disagreement between the Bidder and PURCHASER, during the execution of the contract.

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The Bidder shall carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of PURCHASER. Also yearly calibration of all instruments such as pressure gauges, transmitters, switches, mass flow meters etc. shall be in the scope of the Bidder. In addition to the above all safety relief valves shall also be tested and calibrated every year.

Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.

The Bidder shall carry out retesting of pressure vessels periodically as per Gas Cylinder rules 1981 or Static & Mobile Pressure Vessels Rules. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Bidder shall plan such maintenance during non -peak hours and in consultation with the Engineer In Charge (EIC) of Purchaser. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valve spring, valve plates, piston rings etc. after certain time interval, same shall replace in the presence of PURCHASER representative.

11.17 CHECKLIST: SCOPE OF SUPPLY

Notes:

Bidder shall furnish all equipment, drivers, auxiliary systems, instruments, and controls and safety devices as per the enquiry document. Anything required over and above what is specified, for safe and satisfactory operations of the equipment package shall be included by the Bidder in his scope.

Bidder to write YES_ or NO_ against each item. Bidder is required to include complete scope, as such NO_ is not warranted. However, in case

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for any of the items if Vendor's reply is NO, Vendor should give reason for the same.

Bidders scope of supply shall include but not be limited to the following:

SN	Description	Specified by Purchaser (YES/NO)	Included by Bidder (as annexure /page)	Remarks
1	Each compressor packageshall be complete with:			
2	Document required for equipment qualification criteria submittedalong with User_s certificate	Yes		
3	Area Classification: All electrical and electronic components as specified shall be suitable for hazardous Area CLASS-1 DIVISION-1 GROUP-D as per NFPA 70 Article 500 or ZONE-1, GROUPIIA/IIB as per EIC/IS	Yes		
4	Oneno.ModulartypeDCPfire extinguisher capacity 10 Kg, shall be provided witheach Compressor in the enclosure.	Yes		
5	One LEL, one fire detector (UV)and one FLP Lamp shall be provided in the enclosure.	Yes		
6	One air compressor with air storage Vessel and air drier for utility air required. Gas shall not be allowed to operate instrumentation.	Yes		

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7	Cooling System at site is not available: It is required to have closed circuit radiators for cooling compressor and auxiliaries if needed which shall be in the scope of the Bidder.	Yes		
8	Safety relief valves on each stage of the compressor	Yes		
9	Minimum flow capacity corresponding at suction pressure of 30 Kg/cm ² and discharges at 255 Kg/cm ²	250 SCM/Hr		
10	Explosion proof Electrical panel to be installed in the hazardous area.	Yes		
11	Electrical equipments of cooling system to be explosion proof.	Yes		
12	All valves, tubing's, fittings, as specified and required within the compressor package shall be SS- 316	Yes		
13	CO ₂ flooding system included as per specifications	Yes		
14	Instrumentations and control included as per specifications, including One No mass flowmeter.	Yes		
15	Acoustic enclosures for Motor & compressor for noise attenuation upto 70 dBA @ 1 metre distance.	Yes		

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16	Priority Panel as specified at package discharge.	Yes		
17	Cabling with cable trays for all electrical & instrumentation cabling within the package	Yes		
18	All couplings and Guards	Yes		
19	Set of Special tools & tackles and Tool Box (along with list)	Yes		
20	Inspection and testing as specified on the data sheet and TS.	Yes		
21	Documents: All data and drawings as required as per TS	Yes		
22	Erection, commissioning and PG test at site of the complete package	Yes		
23	Foundation and anchor bolts is in the scope of the Bidder	Yes		
24	Grouting of equipment is in the scope of the Bidder	Yes		
25	Operation and Maintenance Services as per TS.	Yes		

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SCOPE OF SUPPLY

Item No.	Description	Quantity	Remarks
B1	<p>ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTERCOMPRESSOR PACKAGES</p> <p>Design, Engineering, Procurement, Manufacturing, Inspection, Testing, Supply, Transportation, loading & unloading at GGPL's site/store. Supervision of erection, Installation and Commissioning & Field performance testat GGPL site of 250 SCM capacity Motor (rated ≤ 22 KW) driven Hydraulic CNG Booster compressor packageincluding AMC in one year warranty period as defined inthe technical specification (Inclusive of erection & commissioning spares) complete in all respects.</p>	02Nos.	
B2	<p>Design, Engineering, Procurement, Manufacturing, Supply (including packaging and forwarding, insurance, custom clearance, handling and unloading at port as well as at GGPL_s stores/ site) of air compressor of capacity approx. 1.5 kW, discharge pressure approx. 7 kg/cm²g , 100 water liter capacity air receiver and air dryer along with all accessories and auxiliaries.</p>	02 Nos.	
B3	<p>Comprehensive Annual Maintenance Contract for Five year after Post warranty Period</p>	02 Nos.	

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I. Packing and Shipping:

1.0 PACKING, MARKING, SHIPPING & DOCUMENTATION

The Packing, Marking, Shipping and Documentation for Goods shall be as follows:

- a. The SUPPLIER shall provide such Packing of GOODS as is required to prevent their damage or deterioration during transit to their final destination as indicated in the CONTRACT. The Packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS final destination and the absence of heavy handling facilities at all points in transit.
- b. The packing, markings and documentation within and outside the packages, shall comply strictly with such special requirements as shall be expressly provided for in the documents.
- c. SUPPLIER shall comply with all applicable prescriptions in the specifications. Lack of relevant information and/or documents shall not absolve the SUPPLIER of his responsibilities.

1.1 SPECIFICATIONS FOR GOODS TO BE OFFERED FROM WITHIN THE PURCHASER_ SCOUNTRY

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PACKING:

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

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

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

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

Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15 mm. Such markings will be

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followed by the connection number in indelible in/paint. A copy of the packing list shall accompany them in each package.

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

Wherever required, equipment/ materials/instruments shall be enveloped in polythene bags containing silica gel or similar dehydrating compound.

All pipes and tubes of stainless steel, copper, etc., shall be packed in wooden case or crates irrespective of their size.

Pipes with threaded or flanged ends shall be protected with suitable caps/covers, before packing.

Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material. One copy of the detailed packing list, shall be fastened outside of the package in waterproof envelope and covered by metal cover.

The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking, shall be to the supplier's account.

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MARKING:

Each package shall be marked on three sides with proper paints/indelible

Waterproof ink as follows:

(OWNER)

PROJECT (DESTINATION)

Purchase Order

No. _____

Net Wt. _____ Kgs. Gross

Wt _____ Kgs.

Dimensions _____ X _____ X _____ Cms

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

Supplier's

Name _____



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Additional marking such as 'HANDLE WITH CARE__THIS SIDE UP__FRAGILE_' or any other additional indications for protection and safe handling shall be added depending on the type of material.

Specific marking with white paint for 'SLINGING_ and _CENTRE OF GRAVITY_' should be provided for all heavy lifts weighing 5 Tones and above.

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

DISPATCH

Dispatch of materials shall be made in accordance with the relevant terms of the CONTRACT FORM. Any change in mode of transport shall be resorted to only after prior approval in writing. SUPPLIER shall ensure dispatch of GOODS immediately after they are inspected and released and shall intimate status of dispatch by Telex/Fax to PURCHASER.

DISPATCH BY ROAD

The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, otherwise, the transport company is named by PURCHASER.

- i. The SUPPLIER shall be responsible for dispatch of materials through a reliable Bank approved transport company unless, otherwise, the transport company is named by PURCHASER.

ADVANCE INFORMATION

Immediately after a shipment is made SUPPLIER shall send advance information such as the particulars of materials, value, CONTRACT FORM Number, date of dispatch, Railway receipt Wagon Number/GOODS Consignment note number, Truck number, name of Transport Company and their destination



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Office/Associate's address etc. by way of telegram or Fax or Telex to PURCHASER.

TRANSMISSION OF DISPATCH DOCUMENTS

SUPPLIER shall, within 48 hours of the dispatch of the GOODS forward direct toPURCHASER by Registered Post the following Documents:

- i. Two copies of the SUPPLIER invoice showing descriptions of the GOODS, Quantity, unit price and total amount
- j. Delivery Note/Railway Receipt/Truck Receipt
- k. Manufacturer's/SUPPLIER's Guarantee Certificate
- l. Inspection Certificate issued by the PURCHASER/CONSULTANT and/or its representative and the SUPPLIER'S factory inspection report. Copies of the above documents shall be sent to the following addresses Incharge (C&P), Godavari Gas Private Limited, Hyderabad
- m. The SUPPLIER shall be responsible for any delay in clearance of the Consignment at destination and consequent wharf age/demurrage, if any, due to delay in transmittal of the Lorry/Railway receipt Consignment note, etc.

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II. VENDOR DATA REQUIREMENT LIST

Sl. No.	Description	Prints with bid	CERTIFIED INFORMATION REQUIRED AFTER PURCHASE ORDER		Final in Book form
			FOR REVIEW	FOR RECORDS	
A	GENERAL				
1	PROJECT SCHEDULE	YES			
2	DULY FILLED-IN -CHECKLIST FOR COMPLETENESS OF BID	YES			
3	DULY FILLED-IN—CHECKLIST FOR SCOPE OF SUPPLY	YES			
4	DEVIATION LIST (IF ANY) TO THE APPLICABLE SPEC., DATA SHEETS	YES			
5	UTILITIES REQUIREMENTS SUMMARY	YES		YES	
6	FLANGE DETAILS OF PIPING CONNECTION WITH CONNECTION AT BATTERY LIMIT		YES		
7	DULY FILLED IN EXPERIENCE RECORD PROFORMA	YES			
8	GUARANTEE PARAMETERS AS SPECIFIED	YES		YES	

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9	TENTATIVE LOAD DATA FOR FOUNDATION DESIGN			YES	
10	LIST OF SUB-VENDORS FOR ALL BOUGHT OUT ITEMS INCLUDING ELECTRICAL & INSTRUMENTATION ITEMS		YES		
11	LEAFLET, CATALOGUES FOR ALL ITEMS	YES	YES		
12	O&M MANUAL		YES		
B	COMPRESSOR				
1	DATA SHEETS FOR THE FOLLOWING	YES		YES	
A	COMPRESSOR	YES		YES	
B	HEAT EXCHANGERS	YES		YES	
C	PRESSURE VESSELS	YES		YES	
D	ELECTRIC MOTOR	YES		YES	
2	CATALOGUE FOR COMPRESSORS	YES		YES	
3	TYPICAL CROSS SECTIONAL DRAWING AND LITERATURE TO FULLY DESCRIBE THE DETAILS OF OFFERING			YES	
A	COMPRESSOR			YES	
B	SUCTION VALVE			YES	
C	DISCHARGE VALVE			YES	
D	PISTON ROD GLAND PACKING & PISTON RINGS			YES	
E	LUBE OIL PUMP			YES	
4	V-BELT & PULLEY WITH SELECTION CHART & CALCULATION			YES	
5	COOLER DATA / DRG WITH THE RMAL & MECH DESIGN CALCULATION		YES		
6	DESIGN CALCULATION, GA DRGS FOR PULSATION		YES		

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	DAMPNER				
7	PIPING & INSTRUMENTATION DIAGRAMS FOR THE FOLLOWING	YES	YES		
A	PROCESS GAS	YES	YES		
B	LUBE OIL	YES	YES		
C	COOLING WATER	YES	YES		
8	TORQUE ANGLE DIAGRAM, PISTON ROD LOAD VS CRANK ANGLE		YES		
9	TORQUE SPEED CHARACTERISTICS		YES		
10	ACOUSTIC / MECHANICAL EVALUATION REPORT		YES		
11	ITEMIZED PRICE LIST OF ESSENTIAL SPARES	YES	YES		
12	ITEM LIST OF SPARES WITH PRICE FOR 5 YEARS	YES	YES		
13	DRG FOR TESTING ARRANGEMENT & TEST PROCEDURE TO BE ADOPTED		YES		
14	CERTIFICATE FOR FOLLOWING		YES		
A	HYDRAULIC TESTING		YES		
B	NON DESTRUCTIVE TESTING		YES		
C	MATERIAL COMPOSITION & PHYSICAL PROPERTIES		YES		
D	LEAK PROOFNESS TEST OF FRAME		YES		
E	LUBE PUMP, FRAME OIL PUMP, HYDOIL PUMP		YES		
15	DESIGN / ACTUAL ASSEMBLY CLEARANCE CHART		YES		
16	TEST RECORDS OF FOLLOWING				
A	MECHANICAL RUNNING		YES		
B	PERFORMANCE TEST / PACKAGE TEST		YES		
C	NOISE LEVEL TEST		YES		

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17	LIST OF SPECIAL TOOLS & TACKLES FOR INSTALLATION & MAINTENANCE	YES		YES	
C	ELECTRIC MOTOR				
1	MOTOR DATA SHEET	YES	YES		
2	TECHNICAL LITERATURE / CATALOGUE, SELECTION CHARTS, NOMOGRAPHS ETC.	YES	YES	YES	
3	GA DRAWING	YES	YES		
4	TERMINAL BOX ARRANGEMENT DRAWING		YES		
5	MOTOR CHARACTERISTIC CURVES		YES		
6	TORQUE SPEED CURVES		YES		
7	CURRENT TIME CURVES		YES		
8	P.F AND EFFICIENCY		YES		
9	TYPE TEST CERTIFICATES		YES		
10	Certificate from the relevant statutory authority (based on the country of manufacture) for suitability of the offered motor for installation in the specified area classification		YES		
11	Pre-commissioning and Commissioning procedure		YES		
D	INSTRUMENTATION				
1	G.A OF INSTRUMENT PANEL WITH BILL OF MATERIAL & WIRING DIG. FOR LCP		YES		
2	INSTRUMENT DATA SHEET		YES		
3	LOGIC DIAGRAM / LADDER DIAGRAM / FUNCTIONAL DIAGRAM		YES		
4	LOOP SCHEMATIC		YES		
5	INTER CONNECTING DIAGRAM		YES		
6	OPERATING / CONTROL WRITE UP		YES		
7	ALARM / SHUT DOWN LIST		YES		



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8	WIRING DIAGRAM / INTERCONNECTING PIPING		YES		
9	START UP AND SHUT DOWN WRITE UP	YES	YES		
10	START UP SHUT DOWN INLET LOCK DIAGRAM	YES	YES		
11	ALARM AND SHUT DOWN LIST WITH SET POINT	YES	YES		
12	LOAD CONTROL PANEL LAYOUT		YES		
13	TERMINATION DIAGRAM, PANEL WIRING DETAIL		YES		
14	LOOP SCHEMATIC		YES		
15	INTER CONNECTING DIAGRAM		YES		
16	CABLE SCHEMATIC		YES		
17	BILL OF MATERIAL		YES		
18	TEST / INSPECTION CERTIFICATE		YES		
19	LIST OF RELIEF VALVES WITH SETTINGS		YES		
20	Certificate from the relevant statutory authority (based on the country of manufacture) for suitability of the offered instruments for installation in the specified area classification		YES		

Document Distribution Schedule

Documents and drawings under column no. 3 shall be submitted with each copy of the bid.

Documents listed under column 4 are to be submitted in 4 copies Documents listed under column 5 are to be submitted in 4 copies.

Documents listed are to be submitted as hard bound indexed book containing the following details in Twelve (12) copies & 2 transparencies and to be submitted within 4 weeks of

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release note/dispatch of materials/ equipment from vendor's works. All transparencies to be supplied in rolls (in two sets).

Details to be included in Final Documents Books

Copy of PO and all amendments

Copy of Purchase Requisition and all amendments

Manufacturing Data Book containing all test certificates of components, raw materials, stage manufacturing tests and inspections, final tests & inspection documents including welders' qualification & welding procedure qualification, repairs & reworking carried out in shops. All raw material test certificates must be correlated to the P.O. Item No. & component to which they relate by clear noting on the certificates. Spares details including assembly drawings, part numbers, delivery, prices and ordering information. All design calculations carried out by the vendor.

Final Drawing Index and all as-built drawings reduced to A3/ A4 size and wherever reduction is not possible, full size copies duly folded and placed in plastic pockets.

Catalogues/leaf lets of sub-vendors/suppliers of various bought out components highlighting the components actually supplied correlated to P.O. Item Numbers.

Operating and maintenance instructions including lubrication schedules with details of suppliers for procurement by OWNER for subsequent needs.

Release Note and Packing List.

Any other documents asked for in the Purchase Requisition.

All final drawings shall also be given to purchaser in digitized form on CD-ROM compatible to AUTOCAD software.



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Special instructions for submission of Drawings / Documents: Fold all prints to 216 MM x 279 MM size & roll transparencies.

Contractor to forward the drawings and documentation to GGPL (Attention vendor prints control department) clearly specifying purchasers Job no. & Req. No.

The drawing/Document no. with Rev. No. is essential. The number may be upto a maximum of 28 characters in length.

Each Drawing/Document submitted to GGPL must be checked and signed/stamped by contractor before it is submitted to GGPL.

Revision number must change during subsequent submission of vendor document. Multi - sheet documents other than drawings must be submitted in their entirety in the event of a re-submission even if only a few sheets are revised.

Final submission in bound volumes shall necessarily have a cover page giving project title, Item name, P.O. No. particulars of owner & vendor and an index giving list of drawings & documents included (with revision no.).

All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking of review codes etc. by GGPL.

The review of the vendor drawings shall be done by GGPL, as applicable, under the following review codes:

Review Code A	No comments
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Review Code B	Proceed with manufacture/ fabrication as per commented drawings. Revise drawings required.
Review Code C	Document does not conform to basic requirements.
Review Code D	For Information

Review of vendor drawings by GGPL would be only to check compatibility with basic designs & concepts & would in no way absolve the contractor/vendor of his responsibility to meet applicable codes, specifications & statutory rules /regulations.

Vendor shall submit within 10 days after placement of FOI, the complete list of drawings/ documents with submission dates against each. Critical drawings, only, the list of which will be agreed during kick-off meeting shall be reviewed jointly at GGPL's office.

Final documents including operation and maintenance manual should be submitted one copy per package plus one no. original.

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TITLE								ITEM/TAG No.	DOCUMENT No.
PROCESS DATASHEET-HYDRAULIC CNG BOOSTER COMPRESSOR PACKAGE (DBS)								Refer Note-17	16017-P-DS-0109
PROJECT DESCRIPTION								PROJECT No.	SHEET REVISION
CONSTRUCTION OF CITY GAS STATION CUM CNG MOTHER STATIONS & DAUGHTER BOOSTER STATIONS								KIP-16017	1OF 3 N A
EPCM CONSULTANT				CLIENT				REQUISITION No.	SPECIFICATION No.
KAVIN				CONTRACT NO				-	-
CLIENT NAME	REV No.	BY	DATE	CHK D	DATE	APP	DATE	DESCRIPTION	
GODAVARI GAS PRIVATE LIMITED(GGPL)	A	S S	16-Nov-16	NK/TK V	16-Nov-16	M R M/BS K	16-Nov-16	ISSUED FOR REVIEW	
CLIENT'S REF:									
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	12-Nov-16								
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GENERAL:

Godavari Gas Private Limited (GGPL) is a Joint Venture of Andhra Pradesh Gas Distribution Corporation Limited (APGDC) and Hindustan Petroleum Corporation Limited (HPCL). GGPL has been set up to develop City Gas Distribution Projects including CNG Stations in East and West Godavari Districts. GGPL requires five (5) numbers of Hydraulic Booster Compressor for setting up CNG Daughter Booster Stations at 5 different locations in East and West Godavari Districts.

FEED GAS CONDITION:

Feed gas process conditions are as follows,

- Pressure 30-210 kg/cm²g
- Temperature 39 °C
- Flowrate 250 SCM/H

STANDARDS / CODES

- 1. PNGRB standards
- 2. Published standards
- 3. Indian standards
- 4. Oil India Safety Directorate (OISD)
- 5. API-11P, Second edition, API 618
- 6. International standards : ANSI, ASME, ASTM, API, SA,

NACE, ISO, DIN, EN, etc

SCOPE OF SUPPLY FOR EACH

COMPRESSOR PACKAGE

- 1. Each compressor Package shall be complete with:
 - a). Offered package shall be complete with compressor, electric motor, hydraulic pump and piping, cooling system, suction and discharge filters, control panel safety and control devices and other accessories required

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39	for automatic and safe operation of the system.
	b). Cooling system shall be of closed circuit type. Ultimate cooling shall be by air only.
	c). The compressor package control system shall be designed for unattended safe operation in automatic mode and shall unload, start, load, stop safely. The compressor shall start in auto in case high bank pressure in dispenser fall below
40	kg/cm ² g and stop once the pressure in all three banks reaches 255 kg/cm ² g.
41	
42	d). Compressor shall be suitable for continuously variable suction pressure from
43	210 kg/cm ² g to 30 kg/cm ² g, supplied through LCV mounted CNG storage
44	cascade.
45	
46	e). The ingress of oil into CNG adversely effects vehicle emission and storage
47	system. Hence in case of lubricated cylinders, vendor shall supply a proven,
48	maintenance free oil removal system with automatic and manual drain after after-
49	cooler to remove oil from removal system shall restrict the oil less compressed
50	gas. The offered oil mist that 5 PPM in discharge of compressor.
51	
52	f). For metering of natural gas, 1 No. Coriolis type Mass Flowmeter shall be
53	provided at the inlet of Compressor Package. g). Instrument Air Compressor
54	as required for operation of complete package.
55	
56	h). Suitable Priority Fill System with compressor top-up facility inclusive of
57	regulating valves, by pass valve & liquid filled pressure gauges as specified in
58	technical specifications.
59	i). Inter-stage and discharge gas, air cooled heat exchangers as required.
60	j). Y- type strainers, valves, sight flow indicators, check valves, manual drain/traps etc. as required for various auxiliary systems i.e. lubrication system, cooling water systems etc.
	k). Single Acoustic enclosure for both Compressor and electric motor as specified. l). CO ₂ extinguishing system consisting of two cylinders, piping and valves.
	m). Inlet and outlet manual isolating valves.
	2. UTILITIES
	a). Air compressor along with 1.5 KW electric motor having discharge pressure of 7 kg/cm ² g with dryer shall be supplied by the vendor. Air receiver of 100 water liter capacities shall be provided. Air dryer suitable for automatic operation shall also be supplied along with all accessories. Air compressor, drier and air receiver for



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instrument air, shall be kept off the package in safe area or client's building. Manual drains and automatic moisture traps shall be provided in the system. Air receiver shall be provided with SRV, pressure switch, pressure gauge and drains. Pressure switch and pressure gauge shall have isolation valve. Air dryer shall be with bypass arrangement.

TENDER NO: GGPL/C&P/PR 1000009/2024-25/09



TITLE									ITEM/TAG	DOCUMENT	
PROCESSDATASHEET HYDRAULIC CNG BOOSTER COMPRESSOR									No	No.	
PACKAGE (DBS)									Refer Note-17	16017-P-DS-0109	
PROJECT DESCRIPTION									PROJECT	SHEET	REVISION A
CONSTRUCTION OF CITY GAS STATION CUM CNG MOTHER STATIONS & DAUGHTER BOOSTER STATIONS									No.KIP-16017	2 OF 3	
EPCM CONSULTANT					CLIENT CONTRACT NO			REQUISITION No.	SPECIFICATION No.		
KAVIN					-			-	-		
CLIENT NAME			REV No.	B Y	DATE	CKD	DATE	APP	DATE	DESCRIPTION	
GODAVARI GAS PRIVATE LIMITED(GGPL)			A	S S	16-Nov-16	NK/TKV	16-Nov-16	M R M / B S K	16-Nov-16	ISSUED FOR REVIEW	
CLIENT'S REF:											
-											
ORIGINATOR	ORIG. DATE										
SS	15-Nov-16										

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b). Cooling water is not available as utility and the package shall be provided with self sufficient cooling water system for Compressor, as required, with makeup tank. However cooling water for makeup tank is available. All the electrical equipments in this system shall be suitable for area classification of Hazardous area CLASS-1, DIVISION-1, GROUP-D of NFPA.

c). CO2 FLOODING SYSTEM:
The package shall be protected by automatically operated CO2 flooding system designed as per NFPA-12, which should have minimum following features: -

- i). Minimum One No. Gas Detector IR type which have self check function to generate fault alarm and have 4 to 20 MA transmitter for 0 to 100% LEL shall be provided.
- ii). Minimum One No. Flame Detector (UV-IR type) with self-check function and transmitter, alarm on detection of flame shall be provided. Package should have at least one no. flame detectors.
- iii). CO₂ flooding system shall consist of 2 Nos. equally sized CO₂ Cylinders, size of the cylinder shall be as per compressor enclosure size. One cylinder will act as main cylinder & other as stand by, which shall have identical arrangement and connected to the system. The cylinders shall be protected from weather and direct sunrays as per Gas Cylinder Rules, 2004. Cylinders shall be fitted with actuated Valves, Solenoid valves etc. for automatic actuation. Control philosophy shall be such that in case main cylinder fails the standby cylinder shall discharge automatically. For this the vendor shall provide suitable device such as pressure switch to detect the failure of main cylinders failure. One manual switch / call point shall be provided to operate the CO₂ cylinder from remote control room. Pull down lever/ Manual Valve shall be provided for manual operation of CO₂ System shall be provided.

3. All vents (i.e. Relief valve, distance piece and packing) shall be manifolded and terminated at skid edge outside the enclosure and vented to safe height of 2.5m at package roof with proper support.
4. All drains from different process equipment, distance piece and packing



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shall be manifolded and terminated as single point for customer interface duly flanged with isolation valve.

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|----|--|
| 29 | 5. All controls shall operate in fail-safe mode i.e. failure of any control shall not lead to running of equipment in unsafe condition. Fail-safe control shall be available through hardware for all trips and also in software if PLC is used for controlling. |
| 30 | |
| 31 | 7. The compressor system shall be designed to prevent air ingress in the system during startup, operation and shutdown. Necessary instrumentation shall be provided. |
| 32 | |
| 33 | 8. Package enclosures shall have one IR-L.E.L detectors and one Ultra Violet (UV/IR) fire detectors in each enclosure to cover the enclosures effectively. |
| 34 | |
| 35 | 10. All material used in the package shall be flame retardant. |
| 36 | |
| 37 | 11. Relief Valves shall be provided at suction and discharge of compressor with setting as per cl. 7.20.3 of API – 11P with R.V. venting as per Cl. 7.20.4 of API-11P. All vented to common relief valve header. |
| 38 | |
| 39 | 12. Modular type DCP fire extinguisher (10Kg Capacity) shall be provided with compressor package. |
| 40 | |
| 41 | 13. Emergency shut down (ESD) System is also in scope of vendor. A fail-safe system shall be designed and incorporated to isolate cascades storage from dispensers, stop compressor isolate the compressor suction and cut off power supply on activation of ESD switch. This ESD switch shall have to be manually reset to restart the compressor package again. To isolate dispensers actuators of dispensers may be used. |
| 42 | |
| 43 | |
| 44 | |
| 45 | 14. Vendor shall supply a suitable priority fill system with compressor top-up facility inclusive of regulating valves, by pass valve & liquid filled pressure gauges all mounted in a stainless steel structural. The Priority fill system shall ensure that vehicle filling takes precedence over cascade filling. |
| 46 | |
| 47 | 15. All gas piping/ tubing, valves, fittings etc. from Suction of the 1st stage (right from interface) through final discharge from the compressor (upto interface) shall be SS-316 material with double compression ferrule fittings. |
| 48 | |
| 49 | 16. Compressor package shall be provided with following instruments: a). All tripping shall be with lamp indication and annunciation. b). Temperature indicator: 1st, 2nd stage discharge and after- after cooler. |
| 50 | |
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60	<p>c). Pressure indication: 2nd stage discharge, high & medium bank; Pressure switch 2nd stage discharge, high & medium bank. d). Hydraulic oil tank: Level switch, temp indication & switch ;Pump Pressure indication.</p> <p>e). Coolant: Temp & pr indication & switch and temp indication after cooler. f). Hour meter.</p> <p>g). One no. Pressure Switch/Transmitter shall be installed in the inlet line to compressor.</p> <p>h). One no. Coriolis mass flow meter with integral local display with transmitter shall be installed formetering of gas.</p> <p>17. Five (5) Hydraulic CNG Booster compressor package tag number shall be 1020, 2020, 3020, 4020 and 5020accordingly.</p> <p>18. Tag sequence number shall be 1000-6000 for Five (5) Hydraulic CNG Booster compressor package.</p>

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TITLE							ITEM/TAG	DOCUMENT
PROCESS DATASHEET HYDRAULIC CNG BOOSTER COMPRESSOR PACKAGE (DBS)							No.	No.
							Refer Note-17	16017-P-DS-0109
PROJECT DESCRIPTION							PROJECT No.	SHEET No.
CONSTRUCTION OF CITY GAS STATION CUM CNG MOTHER STATIONS & DAUGHTER BOOSTER STATIONS							KIP-16017	3 OF 3
EPCM CONSULTANT				CLIENT CONTRACT NO			REQUISITION No.	SPECIFICATION No.
KAVIN				-			-	-
CLIENT NAME	REVISION No.	B	D	CKD	D	APP	DATE	DESCRIPTION
GODAVARI GAS PRIVATE LIMITED (GGPL)	A	S	16-Nov-16	NK/T KV	16-Nov-16	MRM/B SK	16-Nov-16	ISSUED FOR REVIEW
CLIENT'S REF:								
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ORIGINATOR	ORIG.							
ORIG.	DATE							
	15 - Nov - 16							
1	Service : GAS			Equipment Tag No. : -				
2	Configuration : 1 x 100%			Running : Spare :				



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3	Compressor Type : Hydraulic	Driver Type :	Electric Motor Driven - Hydraulic
4	Design Margin : -	Capacity Control :	Automatic (VTA)
5	Process Data For One Compressor	No of Stages :	VTA
6	Design Cases : -	No Required :	5
7	Gas Handled : Compressed Natural Gas (CNG)	Design Code :	API-11P, API 618
8	CASE-1		
9	Parameters	Units	Hydraulic Booster Compressor Package
10	Volume Flow	SCMH	250.0
11	Mass Flow	kg/hr	182.0
12	Inlet Conditions		
13	Suction Pressure	kg/cm ² g	30-210
14	Suction Temperature	°C	39.0
15	Molecular Weight	kg/kmol	17.25
16	Mass Density	kg/m	33.04
18	Specific heat ratio		1.429
19	Compressibility factor		0.9121
20	Discharge Conditions		
21	Discharge Pressure	kg/cm ² g	255.00
22	Discharge Temperature	°C	55.00
23	Mass Density	kg/m	181.7 (VTC)

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24	Compressibility factor		0.8719 (VTC)	Note-12
25	Polytropic Efficiency	%	Note-7	
26	Duty	kW	22 (VTC)	Note-8,9
27	Total Power	kW	VTA	
28	Compositions in Mole %			
29	Compositions		Design Case - Gas Compositions	Normal Case
30			on Range	
31	Methane		82.0 – 99.0	95.21
32	Ethane		7.5 – 0.9	1.82
33	Propane		3.5 – 0.0	0.57
34	i-Butane		0.75 – 0.0	0.20
35	n-Butane		0.75 – 0.0	0.13
36	i-Pentane		0.15 – 0.0	0.06
37	n-Pentane		0.15 – 0.0	0.05
38	Hexane		0.25 – 0.0	0.21
39	Carbondioxide		4.9 – 0.0	1.46
40	Nitrogen		0.08 – 0.0	0.29
41	H2S		10 ppm	10 ppm
42				
43	NOTE :			
44				
45	1. Given temperature is hydraulic booster compressor package outlet temperature. However compressor discharge temperature will be			
46	provided by vendor in their compressor datasheet.			
47	2. Compressor vendor to confirm the compressor ratio.			
48	3. Compressor vendor shall ensure the suitability of the material of construction for the Booster compressor for 39 °C suction			
49	temperatures & corresponding discharge temperature(s).			

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50	4. The discharge pressure provided is the discharge pressure at the end of three stages of compression.
51	5. The discharge pressure at each stage has to be provided by vendor.
52	6. The discharge temperature at each stage has to be provided by vendor.
53	7. Polytropic efficiency will be provided by compressor vendor.
54	8. The compressor duty provided is the duty required to compress the gas to 255 Kg/cm ² g. Compressor duty for each stage
55	will be provided by compressor vendor.
56	9. The given duty is the Absorbed power of the compressor.
57	10. Vendor to consider 10% margin on the flowrate to design compressor.
58	11. Design Life of the compressors shall be minimum 30 years.
59	12. The given suction and discharge properties is based on Normal Operating case. Also vendor to design compressor suitable for
60	Design case gas composition range as specified above.
61	13. VTA - Vendor To Advise
62	14. VTC - Vendor To Confirm

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SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT

INTRODUCTION:

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

Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read within the Contract so far as it may be practicable to do so. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be the extent of such repugnancy, or variations, prevail.

1.0 EVALUATION, COMPARISON OF BIDS AND AWARD METHODOLOGY:

- a. Evaluation shall be done on total cost (FOT site basis) including comprehensive AMC of Five years.
- b. Bidders are required to quote for complete scope of supply. If any bidder quotes for part scope/quantity shall be considered incomplete and shall not be evaluated, stands rejected.
- c. Public Procurement Policy for Micro and Small Enterprises Clause [pursuant to relevant Clause of 40.0 of ITB.
- d. Price Bids shall be evaluated on overall lowest basis of Schedule of Rates inclusive of all taxes & duties, GST etc.
- e. In case of tie between bidders, job shall be awarded to bidder having higher turnover in the preceding financial year.



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2 Duration of contract and delivery schedule:

Contract period: The work order shall be on ARC basis for one year for supply of required no. of Booster Compressors.

Delivery Period: CNG Booster Compressors packages shall be delivered within 12 Weeks from the date of issue of purchase order. The date of LR shall be considered as the date of delivery for PRS calculations. Installation, Commissioning & Testing for each CNG Booster Compressors is to be done within 7 days of intimation by GGPL. Place of Delivery Material shall be delivered as per the instructions of EIC in the stores of GGPL at the designated site in East/West Godavari District of Andhra Pradesh.

3.0 Payment Terms:

3.1 For Supply: 90% (Ninety Percent), along with Taxes and duties will be paid on receipt of material at the delivery Site and submission of Cenvatable /vatable Invoice in Triplicate (within 30 days) along with:

- Original Lorry Receipt
- Packing List
- Insurance Cover note covering Transit Insurance
- Inspection Release Note issued by GGPL_s Consultant/Third Party Inspection Agency;
- Certificate from Manufacturer that all items/equipment under supply including its component or rawmaterial used with manufacturing are new and conform to the tender requirement.
- Final Technical File as per bid document including all test certificates.
- Document related to CENVAT credit to be claimed by Owner, if applicable.

3.2 Balance: 10% will be released within 30 days from the date of successful commissioning of compressor package or six months from the date of receipt of ordered materials receipt and acceptance at Site by the Engineer- In-Charge of GGPL, whichever is earlier.



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Invoice shall be made after adjusting the Price Reduction Schedule pursuant to General Conditions of Contract (Goods).

4.0 Performance Bank Guarantee:

Pursuant to General Conditions of Contract (Goods), within 15 days of receipt of notification of award from GGPL, the supplier shall submit two Contract Performance Guarantees as follows

- a) 10% of Total Price of SOR line item no: 1 and valid till 90 days beyond the Defect Liability Period.
- b) 10% of Total Price of SOR line item no's 2,3,4,5 & 6 and valid till 90 days beyond the expiry of the contract.

GGPL shall nominate Engineer-in-charge for this supply/work.

Any Statutory Variation in Taxes and Duties during the currency of contract shall be to owner's account.

5.0 Comprehensive Operation & Maintenance during warranty period:

The Contractor must follow the Operation & Maintenance requirement as stated below but not limited to and ensure to provide trouble free services to the satisfaction of the owner.

5.1 Accommodation / transportation / medical

The contractor shall make his own arrangement for the accommodation of his personnel at respective locations and subsequent transportation arrangement for them from their place of residence to work place or any other place as required and company shall have no obligation in this respect. The company shall not be responsible for providing any medical assistance to the contractor personnel.

5.2 Discipline

The Contractor shall be responsible for the discipline and good behavior of all his personnel deployed in the services contracted out and should any complaint be received against any of his employee; he shall arrange to replace such persons within 24 hours of notice issued by the Engineer- in-Charge. The decision of the Engineer-in-Charge in this matter shall be final and binding on the contractor.

5.3 Gate pass / identity card

The contract shall arrange to supply / renew identity card to his workforce at his own cost, if so required by GGPL for security or for any other reasons. Those contractors' personnel shall be required to carry their respective identity cards while on duty and produce on demand.

5.4 Right to get services carried out through their agencies

Nothing contained herein shall restrict GGPL from accepting similar services from other agencies, at its discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time.

5.5 Sub-letting of contract

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person / firm or Organization without prior permission of GGPL.

6.0 The officer/Engineer-in-charge shall have power to

- i) Issue the Contractor from time to time during the running of the contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the contract and the Contractor shall carry out and bound by the same.

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- ii) During the currency of this contract, GGPL can increase and/or decrease the number of the services /technicians to meet contractual requirements.

- iii) Order the Contractor to remove or replace any workman whom the company considers incompetent or unsuitable and opinion of the company representative as to the competence of any workman engaged by the Contractor shall be final and binding on the contractor.

7.0 Contract Repatriation and termination

GGPL shall reserves the right at any time during the currency of the contract, to terminate it by giving 30days notice to contractor, and upon expiry of such notice period the Contractor shall vacate the site / office occupied by him immediately.

However GGPL shall reserve the right at any time during the currency of the contract, to stop/suspend the services under abnormal circumstances by giving one week notice to contractor. Payment shall not be payable for such period of suspension.

On normalization, GGPL may ask for resumption of services in weeks period.

8.0 Compensation for non-fulfillment of obligation under Annual Maintenance Contract (AMC)

If the Contractor fails to provide the required services, Break-down penalty would be applicable as follows:

A. For each Booster Compressor:

- For Shutdown restored within 6 hours on daily basis - No Penalty. The service provider can also club 6 hours for two consecutive days for 2 times a month without any penalty.

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- For Shutdown beyond 6 hours – Penalty @ Rs 300/- per hour for the default period; will be on monthly cumulative basis rounded to nearest hour. For calculation of default period, will be recorded jointly by the service provider and owner on daily basis.
- For carrying out the periodic / scheduled / breakdown maintenance of compressor package the service provider shall be allowed a maximum of 18 hours once in a month.
- Maximum penalty would be applicable 70% on monthly net invoicing amount of each Booster Compressor.

9.0 General

The operation & maintenance services shall be provided on round the clock basis.

- 1 The Contractor shall deploy adequate number of operators and technicians as well as tools & equipment for smooth and proper operation & maintenance of the compressors supplied in terms of the contract. In case required to meet operational requirements, the Contractor shall augment the same as per direction of Engineer-in-Charge.
- 2 The Contractor is required to carry out all services as mentioned in the Scope of Services and Schedule of Rates on all the 365 days including Sunday and all holiday and around the clock
- 3 The Contractor shall allow weekly rest and daily working hours to his workmen as per the relevant Act / Law / and Rule made there under. However, no work shall be left incomplete / unattended on any holiday / weekly rest. Technician / operator provided shall have minimum qualification of ITI. Contract in person or his authorized representative shall provide the services on daily basis to interact with Engineer-in- Charge and deployed workmen.
- 4 The workforce deployed by the Contractor for O&M services at CNG installation

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shall be of sound relevant technical professional expertise which is otherwise also essential from the safety point of view of the personnel of the Contractor as well as for the installation.

- 5 Contractor has to ensure the safety of man and machine all the times. Damages of equipment due to negligence will be recovered as per the decision of Engineer-in-Charge, which will be final.
- 6 Regarding work completion, the decision of the Engineer-in-Charge will be final and binding.
- 7 The Contractor shall make his own arrangements to provide all facilities like boarding and transport etc. to his workmen.
- 8 All personnel of the Contractor entering on work premises shall be properly and neatly dressed and shall wear uniform, badges while working on premises of the company including work sites.
- 9 Contractor shall maintain proper record of his working employee's attendance and payment made to them.
1. The Contractor's representative shall report daily to the Supervisor at GGPL office through telephone from R.O. for day to day working.
2. All the safety rules and regulations prevailing and applicable from time to time at the installations as directed by GGPL will be strictly adhered to by the contractor
3. The rates quoted by the Contractor must be inclusive of all taxes & duties except service tax. Service Tax to be quoted separately as specified in the SOR.
4. It will be the responsibility of the Contractor to pay as per the minimum wages of the appropriate government applicable under the Minimum Wage Act 1948.

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5. The maintenance services shall be provided on round the clock basis. The Contractor is responsible to provide effective and efficient services round the clock and assure that there is no disruption in the services for want of any resources.
 6. The Contractor shall deploy adequate number of technicians / operators at various site offices in consultation with Engineer-In-Charge to provide trouble free operation & maintenance of the compressors. Site in charge shall always be available 24 hours on Mobile Phone.
 7. All arrangements for communication from control room to the contract person working on job under the services shall be the responsibility of the contractor, viz pagers / walky-talky / telephone.
 8. All the jobs mentioned under scope of services shall be carried out as per sound engineering practices, work procedure documentation, recommendation of the manufacturer and as per the guidelines / direction of engineer-in-charge of authorized representative.
- 10. Operation & Maintenance of compressor packages during contract period**
- a. All OEM spares, required for carrying out the operation and maintenance of the complete compressor packages during the contract period, including periodic, breakdown maintenance for continuous and uninterrupted operation of the compressor packages shall be supplied by the contractor at free of cost to the owner.
 - b. The Contractor shall have to keep / supply all the consumables, lubricants, coolant etc. required for carrying out periodic, breakdown, emergency maintenance etc. of the package so as to minimize the down time of the compressor.

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- c. All tools, tackles and fixtures required for carrying out the above maintenance of the compressor shall be in scope of the Contractor. The scope will also include handling equipment like crane, forklift, chain pulley block etc. required during the any maintenance activity.
- d. Any expert services required from principal company or OEM shall be arranged by the Contractor or his agent at his own cost. All arrangements like phone, fax, computer, internet etc. required for correspondences with above personnel shall be arranged by the Contractor.
- e. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall provide the detailed preventive maintenance schedule along with estimated down time required for each type of maintenance schedule.
- f. List of spares and their quantities required for each type of maintenance schedule per compressor.
- g. Type and number of man days required for each type of maintenance schedule per Compressor.
- h. The Contractor shall use only OEM_s certified spares during maintenance. In case, the schedule maintenance of the OEM manual recommends checking and replacing parts like valves, regulators, hoses, piston rings etc. after certain time interval, same shall be replaced or used further only on approval from the GGPL representative. However any unto ward consequences for non-replacement of such parts shall be the responsibility of the Contractor.
- i. All routine and periodic checks / inspections required to be done as per OEM recommendation shall be done by the Contractor. Instruments required for above inspection like verniercalliper, micrometer screw gauge, fill gauges, bore gauge etc. shall be in scope of the Contractor and these instruments shall be calibrated

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every year.

- j. The Contractor shall submit a copy of the daily / weekly / fortnightly / monthly / bio- monthly / quarterly and yearly performance report to the EIC in both soft and hard form. All stationery including the printed material shall be in scope of the Contractor.
- k. All the maintenance / inspection job carried out by the Contractor shall be recorded and the report of the same shall be jointly signed by GGPL representative.
- l. The EIC will be final authority to take decision with regards to maintenance or replacement of spares or any disagreement between the Contractor and GGPL, during the execution of the contract.
- m. The Contractor shall carry out calibration of gas detectors and flame detectors every six months or earlier as per requirement or instruction of EIC of GGPL. Also yearly calibration of all the instruments such as pressure gauges, transmitters, switches, mass flow meters etc shall be in the scope of the Contractor. In addition to the above all safety relief valves shall also be tested and calibrated every year.
- n. Calibration shall be done from government-approved laboratories and shall be carried out at least 15 days prior to the calibration due date.
- o. The periodic maintenance required to be done as per OEM recommendation shall be taken up promptly. The Contractor shall plan such maintenances during non peak hours and in consultancy with the EIC of GGPL. Any maintenance that needs to be taken up shall be well planned in advance with due approval of the EIC. The scope shall include preparation of maintenance schedule for carrying out the maintenance during the contract period.

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11. Technician / Operator – Rolls and Responsibility: The functions and responsibilities are listed below:

- a To function as an integral member of the GGPL O&M coordination team.
- b Interface with Contractor / GGPL on all equipment and system issues mobilize any Contractor /GGPL resources required for scheduled or unscheduled maintenance.
- c Assist GGPL personnel with development and implementation of sound operating and maintenance strategy and procedures, including corrective action guidance.
- d Assessments of consumables, operational and maintenance spares, OEM services etc. Maintain spares inventory well in stock to avoid any uninterrupted operations on round the clock basis.
- e Provide reports as per GGPL O&M practices.
- f Conduct training programs for upgrading O&M resources, participate in all Contractor / GGPL sponsored safety trainings.
- g Collect and provide data as deemed necessary by GGPL to analyze equipment performance.
- h Responsible for performing all routine, breakdown & scheduled maintenance activities during O&M.
- i Monitor the performance of equipment.
- j Monitor all essential parameters of the running equipment and report any discrepancy in operational parameters.

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- k Responsible for log book data capturing, minor maintenance activities, safety of equipment for safe operations.

Maintenance team shall be made available for work on 24 Hrs. basis.

12. Scope– Operation & Maintenance

12.1 Spares & Consumables

All Spares and Consumables like Frame oil, Air Compressor lube oil, Coolant, DM water, Gear box oil, Grease etc. will be in Contractor scope during the Comprehensive AMC period. GGPL shall approve the installation of OEM equivalent spares; however contractor should submit all the technical details of equivalent spares to the concerned EIC prior to installation for approval.

12.2 Tools & Tackles

One set of conventional Mechanical & Electrical general tools for maintenance job shall be provided by Contractor whenever required.

12.3 Special Services

- Contractor shall arrange calibration of all the instruments which are installed in the package annually after necessary approval from GGPL
- Contractor shall arrange filling of Co₂ cylinders quarterly, however the flooding system function check with discharging the Co₂ shall be carried periodically and recorded

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- Contractor shall arrange visit of vendor representative for package routine maintenance depending on site requirement. Services like inspection, breakdown, top / major overhauls shall be taken care by contractor.
- Contractor shall arrange welder / plumber when required with material if required
- Contractor shall arrange Panel vendor / Software programmer visit when required with parts if required
- Contractor shall provide all necessary lifting equipment
- Contractor shall provide all necessary facilities of any additional repair, welding, testing, calibration etc.
- OEM services if required for any Overhauls
- Maintenance of the instruments, transmitters, controls, switchgear within the battery limit
- Contractor shall provide First Aid box at site
- Contractor shall provide painting of canopy and equipments annually / as and when required
- Contractor shall supply electrical system / panel which are damaged in case of power failure

12.4 Additional Services

Contractor shall provide any additional service that may be required, using the expertise and technology of OEM services and should provide a detailed inspection report

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Contractor shall depute site personnel as enlisted above for carrying out the AMC of the Booster compressor packages.

Uninterrupted service shall be provided round the clock including Sundays and other holidays throughout the contract period. Contractor shall advise the schedule / predictive maintenance that need to be carried out and GGPL will provide reasonable time period to carry out such work Technicians activities are as detailed below:

1. All annual O&M spare parts (regular / breakdown / overhauling) will be in the scope of Contractor.
2. Round the clock trouble free and safe operation and maintenance of the following equipment as per laid down operating procedures
3. Gas compressors, Electric motor, Cooling system, Overhead makeup coolant tank, Gas line with in the battery limit, Valves etc.
4. Instrumentation – PTs, TTs, PGs, FTs, Electronic panels, Control valves, PSVs etc.
5. Electrical panel, Radiator system, Air compressor system and Co2 flooding system.
6. Upkeep of all operational and maintenance records and everyday logging of all the critical parameters of equipment, hours run and any specific maintenance / repairs carried out including material / spares consumed
7. Continuous vigil on the condition of running equipment
8. Preventive maintenance schedule of all the equipment to be followed religiously using genuine OEM / OES spares and to be recorded in logbook

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9. Fault finding and troubleshooting of the equipment are carried out and maintain the record of it
10. Schedule maintenance shall normally be carried out by interacting with Engineer in charge during day time general shift, however routine checks and maintenance to be carried out on round the clock
11. Upkeep of equipment shall be taken up immediately after completion of maintenance or a repair and area shall be kept neat and clean. The waste generated during maintenance shall be dumped in a designated area within the CNG station
12. Provide the quality and adequate quantity of lubricating oils and cleaning agent as per OEM recommendations
13. Coordinate calibration of the instruments and maintain records
14. MIS duties – all Checklists, DPRs, Monthly reports miscellaneous correspondence regarding resource requirements and information required by management as and when required
15. Providing resources such as tools, cotton waste etc. as required for operations
16. Providing all personnel with the necessary PPE like Safety shoes, Hand gloves, Cotton uniform etc. and ensure that the personnel shall all the time use PPE when they are at site.
17. Disposal of empty barrels / burnt oil barrels shall be disposed according to documented procedure.
18. All wastes (hazardous, bio-degradable & non-biodegradable) are stored & disposed off as per documented procedure.

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SECTION – VI

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT-GOODS

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TENDER NO: GGPL/C&P/PR 1000009/2024-25/09**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.

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- 1.13 PURCHASER/ OWNER/GGPL shall mean GODAVARI GAS PRIVATE LIMITED (GGPL) having its registered office at Rs. No. 386/2, Beside District Collectorate, Near ITI College, Dowlaiswaram, Rajahmundry, Andhra Pradesh ZIP Code: 533107. The term PURCHASER includes successors, assigns of GGPL.
- 1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.
PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.
Quantities – Bills of quantities
Bills of quantities
Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.
- 1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.
- 1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.17 SITE designates the land and/or any other premises on, under, in or across which the Goods and/or Services have to be supplied, erected, assembled, adjusted, arranged and/or commissioned.
- 1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- 1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.
- 1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall

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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

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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.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6 Standards

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- 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

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performance of contract in any manner except to the extent mutually agreed through a modification of contract.

- 9.2 PURCHASER shall not be bound by any printed conditions or provisions in the SELLER's Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

10 Use of Contract Documents & Information

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

11 Patent Rights, Liability & Compliance of Regulations

- 11.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER may have to pay or incur by reason of any such suit or proceedings.
- 11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.
- 11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

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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.

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

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

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

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- 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 warranty 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.

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

15 Delivery & Documents

- 15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 15.2 Delivery shall be deemed to have been made :
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
 - b) In case of FOT 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

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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, 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:

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- 18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warrantee/guarantee obligations under the Contract.
- 18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 18.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 18.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty-one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 18.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules, if asked.

19 Spare Parts and Maintenance Tools

- 19.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 19.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any 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.

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- 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.

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

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additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER in this regard shall be to SELLER's account.

21 Terms of Payment

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

General Notes:

1. All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter /Fax of Intent.
2. For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.
3. Payment shall be released within 30 days after receipt of relevant documents complete in all respects.
4. All bank charges incurred in connection with payments shall be to Seller's account in case of Indian bidders and to respective accounts in case of Foreign bidder.
5. Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

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6. No interest charges for delay in payments, if any, shall be payable by PURCHASER.
7. In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER alongwith invoicing itself.
8. Agency commission, if any, to Indian agent for Foreign bidders, indicated in prices, shall be paid to the agent in equivalent Indian Rupees on receipt and acceptance of material at site.

22 Prices

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

23 Subletting & Assignment

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

24 Time As Essence of Contract

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

25 Delays In The Seller's Performance

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

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- 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).

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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

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

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

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by GGPL (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

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- b) to cancel the remainder and pay to the SELLER an agreed amount for partially completed GOODS and for materials and parts previously procured by the SELLER.

29 Force Majeure

29.1 Shall mean and be limited to the following:

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

The SELLER shall advise PURCHASER by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

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

30 Resolution of Disputes/Arbitration

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

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- 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 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

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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

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

35 Permits & Certificates

35.1 SELLER shall procure, at his expense, all necessary permits, certificates and 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

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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

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/organizations²⁴⁵ 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

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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 Dept. 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 / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

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SECTION – VII

SCHEDULE OF RATES

SCHEDULE OF RATES

Sl. No.	Item Description	UOM	Quantity	Unit Rate excl. GST in Rs.	Total Amount excl. GST in Rs.
1	ELECTRIC MOTOR DRIVEN HYDRAULIC BOOSTER COMPRESSOR PACKAGES Design, Procurement, Manufacture, Inspection, Testing, Supply, Transportation, Loading & Unloading at GGPL's site / store. Supervision for Installation, Erection and Commissioning & Field Performance test at GGPL's site of motor (rated < 22 KW) driven Hydraulic CNG Booster compressor package, as defined in the technical specification (inclusive of erection & commissioning spares) complete in all respects. Design, Engineering, Manufacturing, Supply (including packing and forwarding, insurance, custom clearance, handling and unloading at port as well as at GGPL's stores / site) of air compressor of capacity approx.. 1.5kw, discharge pressure approx. 7kg/cm ² , 100 water litter capacity air receiver and air dryer along with all accessories and auxiliaries, including AMC during warranty	No's	2		
2	Comprehensive Annual Maintenance Contract for 1 st year post warranty period per year	No's	2		
3	Comprehensive Annual Maintenance Contract for 2nd year	No's	2		



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	post warranty period per year				
4	Comprehensive Annual Maintenance Contract for 3rd year post warranty period per year	No's	2		
5	Comprehensive Annual Maintenance Contract for 4th year post warranty period per year	No's	2		
6	Comprehensive Annual Maintenance Contract for 5th year post warranty period per year	No's	2		
Total amount Excl. GST in (Rs.)					
GST @ 18% in (Rs.)					
Total amount Incl. GST @ 18% in (Rs.)					

Signature of Authorized Signatory:.....

Name:.....

Designation:.....