



**Andhra Pradesh Gas Distribution Corpn Ltd
Parishram Bhavan, Basheer Bagh,
Hyderabad**

TENDER DOCUMENT

FOR

Supply of CNG Storage Cascades

TENDER NO.: APGDC/C&P/4713/2013-14

"REQUEST FOR QUOTATION"

Ref: **APGDC/C&P/4713/2013-14**

Date: **10.12.2013**

To

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

Salient Features of Tender

APGDC invites Tenders from bidders for the subject job under "two-bid system", in complete accordance with the following details and enclosed Tender Documents:

(A)	NAME OF SUPPLY/WORK	Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP
(B)	DELIVERY PERIOD	Within 02 months from the date of Fax of Acceptance or approved drawings whichever is later.
(C)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	Rs. 50,000/- (Rupees Fifty Thousand only)
(D)	DUE DATE & TIME OF BID-SUBMISSION	30.12.2013 14:00 Hrs
(F)	TYPE OF BIDDING	2(Two) Bid System (Unpriced and Priced)
(G)	DATE & TIME OF UN-PRICED BID OPENING	30.12.2013 15:00 Hrs
(H)	VENUE FOR OPENING OF UN-PRICED BIDS	APGDC, 2 nd Floor, Parishram Bhavan, Basheer Bagh, Hyderabad-500004
(I)	CONTACT DETAILS	E-mail: kapilkumarjain@gail.co.in ; rama.apgdc@gmail.com Ph. No: 040 67604950 or 67304942 Fax : 040-67304951

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

SUBMISSION OF BIDS

Bid is to be submitted separately in one sealed envelope, super scribed with the above Tender no., Due Date & time, description/ nature of bid with each of the two envelopes separately sealed, "Un-Priced Bid – Part A" and "Priced Bid – Part B" superscribed with Tender no., due date and time, description/nature of bid.

APGDC will appreciate submission of offer based on the terms and conditions in the enclosed Conditions of the Contract to avoid wastage of time and money in seeking clarifications on commercial aspects of the offer.

The bid will be submitted in two parts as follows:

PART- I (PART – A)

UN-PRICED BID

Complete with all technical details other than price (i.e. including price schedule WITH PRICES BLANKED OUT), Proforma on Agreed Terms and Conditions as enclosed in Forms & Format and original tender document, duly sealed and signed on every page along with required EMD.

PART-II (PART B):

PRICED BID

Price bid should contain only the prices, without any condition whatsoever.

Bids complete in all respects should reach the office of Director (Comml), Andhra Pradesh Gas Distribution Corporation Ltd., Parishram Bhavan, 2nd Floor, Basheer Bagh, Hyderabad-500004 on or before the due date & time. Bids received after the due date and time is liable to be rejected.

Bids should be valid for 3 months from the bid due date. Bids received through Fax/E-mail will not be acceptable.

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change, even if any deviation or exception may be specifically stated in the bid. Such price changes shall render the offer liable for rejection

APGDC reserves the right to accept or reject any or all tenders received at its absolute discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
APGDC Limited

(Kapil Kumr Jain)
Director (Commercial)

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Section-1
CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN-THIS IS A QUOTATION

To,

**Director (Commercial),
Andhra Pradesh Gas Distribution Corpn Ltd.
Parishram Bhavan, 2nd Floor,
Basheer Bagh,
Hyderabad - 500004**

NAME OF SUPPLY :Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP

TENDER NO. :APGDC/C&P/4713/2013-14

DUE DATE & TIME :

FROM

Name:

Address:

(To be pasted on the outer envelope containing "Priced", AND "Un-priced" bids)

CUT-OUT SLIP

PART-A (UNPRICED BID)

DO NOT OPEN-THIS IS A QUOTATION

To,

**Director (Commercial),
APGDC Limited,
Parishram Bhawan,
2nd Floor,
Basheer Bagh,
Hyderabad-500004**

NAME OF WORK Supply of 3000 WL cap CNG Storage Cascades for APGDC's
Daughter Booster Station near Kovvur, West Godavari Dist, AP

TENDER NO. : APGDC/C&P/4713/2013-14

DUE DATE & TIME :

FROM

Name:

Address:

(To be pasted on the envelope containing "Un-priced" bids)

CUT-OUT SLIP

PART- B (PRICED BID)

To,

**Director (Commercial),
APGDC Limited,
Parishram Bhawan, 2nd Floor,
Basheer Bagh,
Hyderabad - 500004**

DO NOT OPEN-THIS IS A QUOTATION

NAME OF WORK: Supply of 3000 WL cap CNG Storage Cascades for APGDC's
Daughter Booster Station near Kovvur, West Godavari Dist, AP

TENDER NO. : APGDC/ C&P/4713/2013-14

DUE DATE & TIME :

FROM

NAME :

ADDRESS:

(To be pasted on the envelope containing "Priced Bid")

SECTION-II

BID EVALUATION CRITERIA [BEC]

BID EVALUATION CRITERIA [BEC]

1.0 Technical Criteria:

A: TECHNICAL BID EVALUATION CRITERIA

The bidders are required to meet the following BEC:

- a) The Bidder should have supplied atleast two 3000 WL Cap. Mobile Cascades to any of the Oil & Natural Gas company in India for their CNG Station and further provide Certificate from the end user that the said Compressor is working in order for the last one year.
- b) Bidder shall furnish documentary evidence of meeting Bidder's eligibility by way of copies of Purchase order, Performance certificate along with the bid to establish his experience/ track record for meeting the BEC.

SECTION-III
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[ITB]

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[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices, as defined in "Instructions to Bidders [ITB]".
- 2.2 The Bidder is not put on 'Holiday' by APGDC or 'Blacklisted' by any Government Department / Public Sector Enterprise.

3 BIDS FROM "JOINT VENTURE"/"CONSORTIUM" – NOT ACCEPTABLE/APPLICABLE

4 ONE BID PER BIDDER

A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process, individually as a Bidder. No Firm can be a sub-Contractor while submitting a Bid individually in the same bidding process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid and APGDC will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6 SITE VISIT

The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
 - Section-I : CUT OUT SLIPS
 - Section-II : BID EVALUATION CRITERIA [BEC]
 - Section-III : Instructions to Bidders [ITB]
 - Section-IV : General Conditions of Contract [GCC]
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Specifications & Scope of Work

- Section-VII : Schedule of Rates
- Section-VIII : Forms and Formats

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

8 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify APGDC in writing or by fax or email at APGDC's mailing address indicated in the "RFQ" no later than Ten [10] days' prior to Bid due date for clarification. APGDC may, if deemed appropriate, respond in writing to the request for clarification. APGDC's response [including an explanation of the query, but without identifying the source of the query] will be uploaded on APGDC's web site. Any clarification or information required by the Bidder but same not received by the Employer Ten [10] days' prior to the bid due date, is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', APGDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents.
- 9.2 In order to afford prospective Bidders, reasonable time in which to take the amendment(s) into account in preparing their Bids, APGDC may, at its discretion, extend the 'Bid Due Date'.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID: The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and APGDC shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied. In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

11.1 The Bid prepared by the Bidder shall comprise the following components:

- 11.2 **PART-I: "Techno-commercial / Un-priced Bid"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead'
 - (b) 'Bidder's General Information', as per 'Format F-1'
 - (c) 'Bid Form', as per 'Format F-2'
 - (d) **EMD/Bid Security.**
 - (e) **Copy of Schedule of Rate (SOR) with prices blanked out**
 - (f) 'Letter of Authority', as per 'Format F-5'
 - (g) 'No Deviation Confirmation', as per 'Format F-6'
 - (h) 'Bidder's Declaration', in 'Format F-6A'
 - (i) 'Certificate' from Bidder, as per 'Format F-7'
 - (j) 'Agreed Terms and Conditions', as per 'Format F-8'
 - (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Format F-10'
 - (l) Documents substantiating "BID EVALUATION CRITERIA [BEC]"
 - (m) Any Other Forms and Formats not mentioned above.
 - (n) Any other information/details required as per Bid Document
- Note:** All pages of the Bid must be signed by the "authorized signatory" of the Bidder.

The PART-I "Techno-commercial /Un-priced Bid" comprising all the above documents along with EMD/Bid Bond.

11.3 PART-II : Price Bid

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

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

11.4 Part-III: EMD/Bid Bond

This part shall contain only EMD. On the date of Unpriced Bid opening, this envelope shall be opened first. In case, the bidder did not submit EMD, their unpriced bid shall not be opened.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.

- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of "RFQ". 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, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes [except 'Sales Tax', and Cess thereon] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of Sales Tax & Excise Duty shall be indicated in Agreed Terms & Conditions.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures'
- 12.7 Alternative Bids shall not be considered.

12.8 **INVOICE AND PAYMENT**

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

Chief Finance Officer
APGDC Limited
2nd Floor, Parishram Bhavan,
Basheer Bagh, Hyderabad-500004

13 **BID CURRENCIES**: Indian Rupees only

14 **BID VALIDITY**

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

15 **EARNEST MONEY/BID SECURITY**

- 15.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of **APGDC Limited**, payable at **Hyderabad**] or '**Banker's Cheque**' or '**Bank Guarantee**'. Bidders shall ensure that **Bank Guarantee**, **having a validity of at least SIX (6) months' beyond the validity of the bid**, must accompany the Bid in the format(s) made

- available in the Bid Document. Bid not accompanied with 'Bid Security', or Bank Guarantee **(not in requisite form) shall be liable for rejection.**
- 15.2 The 'Bid Security' is required to protect APGDC against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-15.7".
- 15.3 APGDC shall not be liable to pay any Bank charges, commission or interest on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 15.4 Any Bid not secured in accordance with "ITB: Clause-15.1 & Clause-15.3" may be rejected by APGDC as non-responsive.
- 15.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after expiry of the 'Period of Bid Validity' prescribed by APGDC, pursuant to "ITB: Clause-14".
- 15.6 The successful Bidder's 'Bid Security' will be discharged within 30 days from the last date of supply of material.
- 15.7 The 'Bid Security' may be forfeited:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) In the case of a successful Bidder, if the Bidder fails:
 - (i) to accept the "Notification of Award" / "Fax of Intent [FOI]", or
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-39"
 - (iii) to accept 'arithmetical corrections'
- 15.8 In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided in Tender Documents.
- 15.9 "Central Public Sector Undertakings of Government of India" and "Firms Registered with NSIC" are exempted from furnishing Bid Security, provided they are registered for the quoted items upto the monetary limit, they intend to quote and subject to their enclosing with their Bid a copy of latest and current 'Registration Certificate'.

16 PRE-BID MEETING – Not applicable

17 FORMAT AND SIGNING OF BID

- 17.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

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

18 ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

Note:

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

19 PAYMENT-TERMS

As per Special Conditions of Contract.

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

[D] – SUBMISSION OF BIDS

21 PREPARATION & SUBMISSION OF BIDS:

21.1 **UN-PRICED BID** shall be submitted complete with all technical and commercial details with Original tender document duly signed and stamped on every page, Bid Form & Schedule of rates identical to Part-B with Prices blanked out along with Bid Security. These un-priced bids shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly super scribed with Bid Document No., Item Details, Bid due date & time etc. and “UNPRICED BID - DO NOT OPEN”. The envelope shall also indicate the name and address of the bidder.

21.2 **PRICED BID** shall be submitted complete with FULL PRICE DETAILS duly sealed in a separate envelope duly super scribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and “PRICED BID - DO NOT OPEN.”

21.3 **SEALING & MARKING OF BIDS**

The inner and outer envelopes shall:

a) Be addressed to the OWNER at the following address:

Director (Commercial)
APGDC Limited
2nd Floor, Parishram Bhavan,
Basheer Bagh, Hyderabad-500004

a) Bear the words “TENDER FOR xxxxxxxx” the Tender No. xxxxxxx, and the words ‘DO NOT OPEN BEFORE 1400 HRS. ON xxxxxxxxxxxx., the inner envelopes shall also indicate the name and address of the Bidder.

21.4 If the outer envelope is not sealed and not marked, the OWNER will assume no responsibility for the Bid's misplacement or premature opening.

22 DEADLINE FOR SUBMISSION OF BIDS

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

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

23 LATE BIDS

23.1 Any bid received by the OWNER after the bid due date and time prescribed in the Bid Document shall be rejected.

23.2 Telefax/E-mail offers will not be considered and shall be rejected.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may modify or withdraw his bid after the bid submission, but before the due date of submission.
 - 24.2 No bid shall be modified after the deadline for submission of bids.
 - 24.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security.
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[E] – BID OPENING AND EVALUATION

25 BID OPENING

APGDC will open bids (Part-I & III) at due date & time as stipulated in IFB. The bidder's names, the presence (or absence) and amount of bid security and any other such details as APGDC may consider appropriate will be announced by APGDC.

26 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

27 CONTACTING THE EMPLOYER

- 27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing.
- 27.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid,
 - (a) Meets the "BEC" / 'techno-commercial requirements' of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-28.2"
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations. A material deviation or reservation is one,
 - (a) That affects in any substantial way the scope, quality, or performance of the works;

- (b) That limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 28.3 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

29 CORRECTION OF ERRORS

- 28.1 The bids will be checked for any arithmetical errors as follows:
- 28.1.1 Rates should be quoted only in Figures. In case of any error in total indicated by the Bidder, the unit price alone shall be considered valid and binding on the Bidder.
- If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS (NOT APPLICABLE)

- 30.1 ~~To facilitate evaluation and comparison, APGDC will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the day prior to price bid opening.~~

31 EVALUATION AND COMPARISON OF BIDS

- 31.1 On FOT site basis.

32 PREFERENCE FOR DOMESTIC BIDDERS – NOT APPLICABLE

33 PURCHASE PREFERENCE:

- 33.1 Purchase preference to Central government public sector Undertaking shall be allowed as per Government instructions in vogue.

34 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-28", APGDC will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the Contract.

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

APGDC 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 APGDC's action.

37 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 37.1 Prior to the expiry of 'Period of Bid Validity', APGDC will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Acceptance [FOA]", through fax/e-mail, that his Bid has been accepted. In response, the successful Bidder will be required to confirm acceptance of the "Fax of Intent [FOI]/ Fax of Acceptance [FOA]".
- 37.2 'Time Period' shall be commenced from the date of "Notification of Award" or as may be mentioned in the "Letter of Acceptance [LOA]/ "Fax of Acceptance [FOA]". The "Letter of Acceptance [LOA]" will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per "ITB: Clause-38". Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", APGDC will promptly notify each successful Bidder and will discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-15".

38 CORRUPT OR FRAUDULENT PRACTICES

- 38.1 APGDC requires that Contractor(s) observes the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders [prior to or after Bid submission] designed to establish Bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) Will declare a Firm ineligible and put on Holiday, either indefinitely or for a stated period of time if it at any time determines that the Firm has engaged in corrupt/fraudulent practices in competing for, or in executing a Contract.

39 SUBMISSION OF FORGED DOCUMENTS:

- 39.1 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids.

- 39.2 In case, the information / document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, APGDC shall have full right to terminate the contract and get the remaining job executed at

the risk & cost of such vendor/contractor without any prejudice to other rights available to APGDC under the contract such as withholding of payment etc.

39.3 Incase this issue of submission of false document comes to the notice after execution of work, APGDC shall have full right to forfeit any amount due to the vendor/contractor.

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

===== **X** =====

SECTION-IV
GENERAL CONDITIONS
OF CONTRACT
[GCC]

General Conditions of Contract-GOODS

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General Conditions of Contract (Goods)

1. Definitions

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

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

1.1 CONSULTANT [if engaged] shall mean M/s.having its registered office at..... The term consultant includes successors, assigns of M/s.

1.2 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

1.3 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.

1.4 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.

1.5 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads up to and including rated capacity.

1.6 DELIVERY terms shall be interpreted as per INCO TERMS 2000 in case of Contract with a foreign Bidder and as the date of LR/GR in the case of a contract with an Indian Bidder.

1.7 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions thereto.

1.8 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER/CONSULTANT at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

1.9 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.

1.10 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.

1.11 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER/CONSULTANT through CONSULTANT to inspect equipment, stagewise as well as final, before dispatch, at SELLER's works and on receipt at SITE as per terms of the CONTRACT.

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

1.13 PURCHASER shall mean APGDC LIMITED (APGDC) having its registered office at 16, BHIKAIJI CAMA PLACE, R.K.PURAM, HYDERABAD-110066 (INDIA). The term PURCHASER includes successors, assigns of APGDC.

1.14 PERFORMANCE AND GUARANTEE TESTS shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract documents.

PROJECT designates the aggregate of the Goods and/or Services to be provided by one or more Contractors.

Quantities – Bills of quantities

Bills of quantities

Designate the quantity calculations to be taken into account when these calculations are made from detailed or construction drawings, or from work actually performed, and presented according to a jointly agreed breakdown of the Goods and/or Services.

1.15 SELLER shall mean the person, firm or company with whom PURCHASE ORDER/CONTRACT is placed/ entered into by PURCHASER for supply of equipment, materials and services. The term Seller includes its successors and assigns.

1.16 SERVICE shall mean erection, installation, testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.

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

1.18 SPECIFICATIONS shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

1.19 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.

1.20 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the CONSULTANT/PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

1.21 START-UP shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete to the state of readiness for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting subsystems, initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shutdown inspection and adjustment prior to the trial operation period.

1.22 TESTS shall mean such process or processes to be carried out by the Seller as are prescribed in the Contract or considered necessary by PURCHASER or his representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.23 TESTS ON COMPLETION shall mean such tests as prescribed in the Contract to be performed by the Seller before the Works are taken over by the PURCHASER.

2. Seller To Inform

2.1 The Seller shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Seller of his responsibility to fulfill his obligation under the Contract.

3. Application

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

4. Country of Origin

4.1 For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. Scope of Contract

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

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

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

5.4 The SELLER shall furnish twelve (12) copies in English language of Technical documents, final drawings, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogues for all equipments to the PURCHASER.

5.5 The documents once submitted by the SELLER shall be firm and final and not subject to subsequent changes. The SELLER shall be responsible for any loss to the PURCHASER/CONSULTANT consequent to furnishing of incorrect data/drawings.

5.6 All dimensions and weight should be in metric system.

5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts(State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.

5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.

5.9 Specifications, design and drawings issued to the SELLER alongwith RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.

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

6. Standards

6.1 The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

7. Instructions, Direction & Correspondence

7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.

- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER.
- e. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.

8. Contract Obligations

8.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.

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

9. Modification In Contract

9.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.

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

10. Use of Contract Documents & Information

10.1 The Seller shall not, without the PURCHASER's/ CONSULTANT's prior written consent, disclose the CONTRACT or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the PURCHASER in connection therewith, to any person other than a person employed by the SELLER in the performance of the CONTRACT. Disclosure

to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.

10.2 The SELLER shall not, without the PURCHASER's prior written consent, make use of any document or information enumerated in Article 10.1. except for purpose of performing the CONTRACT.

11. Patent Rights, Liability & Compliance of Regulations

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

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER's country.

11.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.

11.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.

12. Performance Guarantee

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

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

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

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

13. Inspection, Testing & Expediting

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

13.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination, When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.

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

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

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

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

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

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

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

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

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

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

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

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

13.15 Inspection & Rejection of Materials by consignees

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

14. Time Schedule & Progress Reporting

14.1 Time Schedule Network/Bar Chart

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

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

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

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

14.2 Progress Trend Chart/Monthly Report

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

14.2.2 The progress will be expressed in percentages as shown in the progress trend chart attached to the Time Schedule specification.

14.2.3 The first issue of the Progress Trend Chart will be forwarded together with the time bar chart alongwith CONTRACT confirmation.

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

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

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

PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.

15. Delivery & Documents

15.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made :

a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.

b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained. The date of LR/GR shall be considered as the date of delivery.

c) In case of FOT site (for Indian bidders) on receipt of goods by PURCHASER/Consultant at the designated site(s).

15.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.

15.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT.

15.5 In the event of delay in delivery, Price Reduction Schedule as stipulated in Article – 26 shall apply.

15.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.

15.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.

15.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.

16. Transit Risk Insurance

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

17. Transportation

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

18. Incidental Services

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

18.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:

18.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:

18.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/guarantee obligations under the Contract.

18.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at

no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.

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

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

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

19. Spare Parts, Maintenance Tools, Lubricants

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

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

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

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

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

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

19.2.1 The construction, execution and commissioning.

19.2.2 Two years operation and maintenance.

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

19.4 Type and sizes of bearings shall be clearly indicated.

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

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

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

19.8 Lubricants

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

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

19.8.3 Seller shall indicate various equivalent lubricants available in India.

20. Guarantee

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

No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S /CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER/CONSULTANT) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER/CONSULTANT) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract. If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or twenty four (24) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

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

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

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

20.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall

have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/ CONSULTANT in this regard shall be to SELLER's account.

21. Terms of Payment

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

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

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

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

General Notes:

i) All foreign currency payments to foreign bidder shall be released through an irrevocable Letter of Credit, which shall be opened through Government of India Nationalised Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by him. L/C shall be established within 30 days after receipt of unconditional acceptance of Letter/Fax of Intent together with Performance Guarantee for 10% of total order/Contract value.

ii) For dispatches on FOT dispatch point (in India) basis, the payment shall be through PURCHASER's bank. Payment through Bank, wherever applicable, shall be released as per normal banking procedures.

iii) Payment shall be released within 30 days after receipt of relevant documents complete in all respects.

iv) All bank charges incurred in connection with payments shall be to Seller's account in case of

Indian bidders and to respective accounts in case of Foreign bidder.

v) Unless otherwise specifically stated in bid document, all payments shall be made in the currency quoted.

vi) No interest charges for delay in payments, if any, shall be payable by PURCHASER.

vii) In case of Indian bidder, variation, if any, on account of customs duty on their built-in- import content, as per terms of bid document, shall be claimed separately by bidder after receipt of goods at site (s). However, any price benefits to the PURCHASER, on account of such variation as per terms specified in the bid document, shall be passed on to the PURCHASER along with invoicing itself.

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

22. Prices

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

23. Subletting & Assignment

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

24. Time As Essence of Contract

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

25. Delays In The Seller's Performance

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

i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or

ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or

iii) hire the substitute goods vide (I) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

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

26. Price Reduction Schedule For Delayed Delivery

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

26.1.1 Deductions shall apply as per following formula:

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

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

26.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

27. Rejections, Removal of Rejected Equipment & Replacement

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

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

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

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

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

28. Termination of Contract

28.1 Termination for Default

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

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER.

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

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General Conditions of Contract (Goods)

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 APGDC Against any type of tender nor their offer will be considered by APGDC against any ongoing tender (s) where contract between APGDC and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by APGDC to such VENDOR.

28.2 Termination for Insolvency

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

28.3 Termination for Convenience

28.3.1 The PURCHASER may, by written notice sent to the SELLER, terminate the CONTRACT, in whole or part, at any time for his convenience. The notice of termination shall specify that termination is for the PURCHASER's convenience, the extent to which performance of work under the CONTRACT is terminated and the date upon which such termination becomes effective.

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

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

29. Force Majeure

29.1 Shall mean and be limited to the following:

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

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

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

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

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the PURCHASER shall not be liable for delays

in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, as stated elsewhere.

30 Resolution of Disputes/Arbitration

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

30.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

30.3 Legal Construction

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

30.4 Arbitration

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

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

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

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

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

31. Governing Language

31.1 The Contract shall be written in English language as specified by the PURCHASER/CONSULTANT in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are

exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32. Notices

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

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

33. Taxes & Duties

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

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

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

33.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.

34. Books & Records

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

35. Permits & Certificates

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

36. General

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

36.2 Losses due to non-compliance of Instructions

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

36.3 Recovery of sums due

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

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

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

36.5 Cut-off Dates

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

36.6 Paragraph heading

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

37. Import License

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

38. Fall Clause

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

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

The above stipulation will, however, not apply to:

a) Exports by the Contractor/Supplier or

- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.

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

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

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

39. Publicity & Advertising

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

40. Repeat Order

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

41. Limitation of Liability

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

SECTION-V
SPECIAL CONDITIONS
OF CONTRACT
[SCC]

SPECIAL CONDITIONS OF CONTRACT

1. Special Conditions of the Contract precedes over the other similar terms indicated elsewhere in the tender document.
2. Delivery Schedule
Delivery is the essence of contract. The ordered material is to be supplied within 2 months from the date of issue of Fax of Acceptance or Approved Drawings whichever is latter. The delivery shall be at a Retail Outlet of Oil Marketing Company near Kovvur of West Godavari Dist, AP on FOT Site basis.
3. Payment Terms:
 - (A) For Supply: 90% (Ninety Percent) along with Taxes and duties will be paid on receipt of CNG Storage Cascades and Mandatory Spares at the delivery Site and submission of Cenvatable/vatable Invoice in Triplicate along with:
 - (a) Original Lorry Receipt
 - (b) Packing List
 - (c) Insurance Cover note covering Transit Insurance
 - (d) Inspection Release Note issued by APGDC's Consultant/Third Party Inspection Agency;
 - (e) Certificate from Manufacturer that all items/equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement.
 - (f) Final Technical File as per bid document including all test certificates.
 - (g) Document related to CENVAT credit to be claimed by Owner, if applicable.
 - (B) Balance 10% will be released within 60 days from the date of receipt of ordered materials' receipt and acceptance at Site by the Engineer-In-Charge of APGDC.
 - (C) Invoice shall be made after adjusting the Price Reduction Schedule pursuant to Clause No. 26 of General Conditions of Contract (Goods).
4. Performance Bank Guarantee: Pursuant to Clause No. 12 of General Conditions of Contract (Goods), within 15 days of receipt of notification of award from APGDC, the supplier shall submit Contract Performance Guarantee for 10% of Total Contract Price valid till 90 days beyond the expiry period of the Guarantee.
5. Evaluation shall be done on lowest FOT site Basis.
6. Upon placement of order, APGDC shall nominate Engineer-incharge for this supply/work.
7. Any Statutory Variation in Sales Tax and Excise duty shall be to owner's account if the same takes place during the currency of contract.
8. The Bidders have to quote both with and without issue of C-Form.
9. APGDC reserves its right to make part order or split the order between two parties or even cancel the whole tender without assigning any reason.
10. All BEC documents need to be notarized

SECTION-VI
SPECIFICATIONS
&
SCOPE OF SUPPLY/WORK

ANDHRA PRADESH GAS DISTRIBUTION CORPORATION LTD.

CNG STORAGE CASCADE

TECHNICAL SPECIFICATIONS

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1. INTRODUCTION

Andhra Pradesh Gas Distribution Corporation (APGDC) Limited is joint venture of GAIL Gas Limited (Wholly owned subsidiary of GAIL (India) Limited and Andhra Pradesh Gas Infrastructure Corporation Limited (a joint venture of APIIC & APGENCO). The Company has been formed with the objective to carry out Gas processing, Liquefaction, Re-gasification and also import, store, process, transport, distribute natural gas and to develop gas distribution networks in the state of Andhra Pradesh.

In order to establish CNG Grid across the State of AP, APGDC is planning to initially set up two nos. of Daughter Booster Stations along the highway corridor in the area around Kovvur, West Godavari Dist, Andhra Pradesh. Accordingly APGDC is inviting tenders on Domestic Competitive Bidding basis for procurement of CNG Storage Cascades.

The present document covers the technical specifications for the enquiry.

2. TECHNICAL SPECIFICATIONS

The technical specifications for this present tender enquiry are as listed in Material Requisition

**ANDHRA PRADESH GAS DISTRIBUTION CORPORATION
LTD.**

MATERIAL REQUISITION

APGDC.001/CSD/MR/0001

Project	: DAUGHTER BOOSTER STATION NEAR KOVVUR, WEST GODAVARI DISTRICT, ANDHRA PRADESH
Subject	: CNG STORAGE CASCADE

A. DESCRIPTION OF GOODS AND/OR SERVICES

Item	Quantity Unit	Description	Identification Number
STATIONARY CASCADE			
1	2Nos.	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required, loading, unloading at site of CNG Stationary Storage Cascade of minimum 3000 litre water capacity at filling temperature of 15°C, for filling and storing of CNG at 250 bar g and suitable for 10 to 55°C with 3 bank as specified in Technical Specification inclusive of services as stipulated in the tender document. Supply of required nos. of 20 dia. J type foundation bolts with nuts, 200 mm long with threaded length 50mm & Supply of required nos. of 20 dia. Anchor bolts with nuts, 100 mm long with threaded length 50mm as applicable will be in the scope of vendor for suitable fixing of stationery storage cascades.	
Mandatory Spares for each cascades (Stationary): Total 02 Sets			
(a)	1 No per each cascade	Pressure Gauge range (0-400 kg/cm2)	
(b)	1 No per each cascade	Cylinder Valve with end tube fitting	
(c)	2 Nos. per each cascade	Isolation Valve	
(d)	1 No per each cascade	Check Valve	
(e)	1 No per each cascade	Tube Pig Tall	
(f)	1 No per each cascade	Burst Disc with washer	
(g)	2 Nos. per each cascade	Seal Kit, spindle & handles for isolation valves	
(h)	1 No per each cascade	Safety Relief device	
(i)	3 Nos. per each cascade	1/4 " NPT (M) x 3/4 " OD	
(j)	3 Nos. per each cascade	Bull Nose Connector-	

MOBILE STORAGE CASCADE			
2	2 Nos.	Design, Engineering, Manufacturing, Assembly, Supply, Inspection and Testing at works and at site if required, loading, unloading at site of CNG Mobile Storage Cascade of minimum 3000 litre water capacity at filling temperature of 15°C, for filling and storing of CNG at 250 bar g and suitable for 10 to 55°C with 3 bank as specified in Technical Specification inclusive of services as stipulated in the tender document. Supply of required nos. of 20 dia. J type foundation bolts with nuts, 200 mm long with threaded length 50mm & Supply of required nos. of 20 dia. Anchor bolts with nuts, 100 mm long with threaded length 50mm as applicable will be in the scope of vendor for suitable fixing of mobile storage cascades.	
Mandatory Spares for each cascades (Mobile): Total 02 sets			
(a)	1 No per each cascade	Pressure Gauge range (0-400 kg/cm2)	
(b)	1 No per each cascade	Cylinder Valve with end tube fitting	
(c)	2 Nos. per each cascade	Isolation Valve	
(d)	1 No per each cascade	Check Valve	
(e)	1 No per each cascade	Tube Pig Tall	
(f)	1 No per each cascade	Burst Disc with washer	
(g)	2 Nos. per each cascade	Seal Kit, spindle & handles for isolation valves	
(h)	1 No per each cascade	Safety Relief device	
(i)	3 Nos. per each cascade	1/4 " NPT (M) x 3/4 " OD	
(j)	3 Nos. per each cascade	Bull Nose Connector-	

Note: The above cascades shall be suitable for both, stationary as well as mobile (to be mounted on Light Commercial Vehicles) purposes.

B. REMARKS / COMMENTS

general notes

VENDOR's compliance

Vendor shall submit his bid in full compliance with the requirements of this MR and attachments.

Vendor must include the following statement in his bid:

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

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

Compliance with specification

The vendor shall be completely responsible for the design, materials, fabrication, testing, inspection, preparation for shipment and transport of above equipment strictly in accordance with the Material Requisition and all attachments thereto.

All items shall be provided with En 10204 -3.2 certifications.

VENDOR's scope

Vendor scope of work includes the equipment with all internals and accessories shown on the data sheets, specifications and all unmentioned parts necessary for a satisfactory operation and testing except those which are indicated to be out of the Vendor's supply.

inspection

Vendor shall appoint anyone of the following TPIA for inspection purpose after approval by consultant / purchaser:

- a) Lloyd Register of Industrial Services
- b) Technische Ulierwachungs Verein (TUV)
- c) Det Norske Veritas (DNV)
- d) AIB-Vincotte
- e) Bureau Veritas
- f) SGS
- g) American Bureau Services (ABS)
- h) Velosi Certification Services

Apart from inspection by TPIA, inspection shall also be performed by APGDCL delegate, as set out and specified in the codes and particular documents forming this MR.

applicable documents

General prescriptions, requirements and information are listed in annex C of this Material Requisition.

VENDOR's documents

Vendor shall supply the documentation as listed under point D of this Material Requisition.

All documents shall be supplied in English language.

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

Document numbering shall consist of Maximum 20 Characters.

Document No.

Project No.	Item	Document Index No.	Serial No.	Revision No.
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Where,

Project No. is : APGDC.001;

Item is CNG CASCADES : CSD

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

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

Revision No. is Revision of the document starting with R0, R1 . ;

Example: For QA/QC program, the document no. will be

APGDC.001	CSD	QAP	0001	R0
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C. LIST OF ATTACHMENTS

The table here below lists the documents which are integral part of this Material Requisition. The applicable revision index of each document is mentioned in the column below the current Material Requisition revision index.

When the Material Requisition revision index is "A" or "I", all listed documents are attached. For other Material Requisition revision index, only modified or new documents are attached.

Documents	Material Requisition revision						
	0						
Particular Technical Specification – CNG Storage Cascade (No.APGDC.001/CSD/TS/0001)	0						
Data Sheet – Cascades (No. APGDC.001/CSD/DT/0001)	0						
QAP - High Pressure Gas Cylinder, Cascade Frame & Fittings (No. APGDC.001/CSD/QAP/0001)	0						

D. DOCUMENTS & DATA REQUIREMENTS

The table hereunder specifies the quantities and the nature of the documents to be submitted by the CONTRACTOR to the ENGINEER.

The documents required at the inquiry stage and to be included in the bid are listed under column A.

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

The final and certified documents are listed under column C.

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

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

Documents and Data	Doc. Index No.	A	B		C	
		Number of copies	Number of copies	Required date	Number of copies	Required date
Technical specification for CNG Storage CASCADE and Accessories giving details of various components	TSC	3	3	2 weeks	3	With Final Tech File
Installation requirements for all equipment included in the supply	INS	-	3	2 weeks	3	With Final Tech File
Engineering manuals including O&M manual.	OMM	-	3	2 weeks	3	With Final Tech File
Quality Assurance Plan (QAP) of Cascade Frame and Cylinders along with GAD, dimensional drawings, load data.	QAP, GAD, DMD, LDS	3	3	2 weeks	--	--

Documents and Data	Doc. Index No.	A	B		C	
		Number of copies	Number of copies	Required date	Number of copies	Required date
Copies of Chief Controller of Explosives approval.	CCOE	3	3	2 weeks	3	With Final Tech File
Cascade Data Sheet, GA drawings	CDS	3	3	2 weeks	3	With Final Tech File
Schematic of cascade piping	PPG	3	3	2 weeks	3	With Final Tech File
Drawing of cascade frame	DWF	3	3	2 weeks	3	With Final Tech File
Drawing of cylinder of specified parameters proposed to be used in offered cascade approved from Chief Controller of explosives, Government of India	DWC	3	3	2 weeks	3	With Final Tech File
Make of bought out items	BGT	3	3	2 weeks	3	With Final Tech File
Bill of quantities with weight of each component	BOM	3	3	2 weeks	3	With Final Tech File
Detailed time schedule for supply indicating time periods required for cylinder manufacturing, cascade frame fabrication, shop testing, despatch of material from works and delivery at site	SCH	3	3	2 weeks	3	With Final Tech File
Test certificates	TCS	-	-	-	3	With Final Tech File

NOTES

1) Documents listed in column A is required to be submitted during bid time (1 original+ 3 copies).

Durations in column B (Required date) are weeks after LOA date or as indicated in Table.

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

Due date of each document may be proposed.

2) Latest submittal time for:

- Test procedure : 2 weeks before test
- Test report : 2 weeks after test

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



ANDHRA PRADESH GAS DISTRIBUTION CORPORATION LTD.

PTS – CNG STORAGE CASCADE

APGDC.001/CSD/PTS/0001

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Scope

This document covers minimum requirement for design, engineering, procurement, fabrication / manufacture, assembly, inspection, testing at works and supply at site / APGDC's stores CNG storage cascades

SITE ENVIRONMENT

- The climatic conditions to be considered for selection, design and derating of equipment shall be as indicated below:
 - Maximum Wind Velocity : 160 Km/hr
 - Maximum Ambient Temperature : 49 °C
 - Minimum Ambient Temperature : 10 °C
 - Design wet bulb Temperature (WBT) : 27 °C
 - Relative Humidity : 90 %
 - Altitude, M above MSL : 16 meters

The equipment offered shall be suitable for smooth, efficient and trouble free service in the tropical climate prevailing at site as indicated above.

The equipment shall be designed to give efficient and reliable performance under outdoor industrial conditions and shall be rendered proof against rats, lizards and other vermin.

INSTRUCTIONS TO VENDORS

This specification describes the technical specification of the equipment to be supplied to be used as mobile cascade and/or installed for CNG stations of APGDC along the highway corridor in area near Kovvur CNG Station, West Godavari District, Andhra Pradesh.

Various parts of the specification shall be read in conjunction with each other. In cases where requirements given in different parts differ, the most stringent shall govern.

The specification indicates the scope and requirements completely and clearly as possible. 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 or required for safe operation shall be deemed to be included in the offer.

The Vendors are advised to visit the sites before submission of their offers, to ascertain for themselves type, nature and extent of work involved and actual site conditions. Failure to do so shall not absolve the Vendor of their responsibilities regarding supply, installation, testing, commissioning etc. under their scope of work. Further more, no plea of the Vendor based on unfavourable site conditions and/ or non-availability/ lack of information shall be considered.

It will be the responsibility of the Vendor to comply fully with relevant National/ International standards, Indian Explosives Act, Regulations of Insurance association of India and Factories Act, while supplying materials and/ or carrying out work as per this specification.

Vendor's responsibility shall also include preparing and submitting all necessary drawings, calculations, test certificate etc. as required by concerned inspector.

The Vendor, free of cost and without affecting agreed milestones, shall carry out modifications suggested by the statutory bodies.

The Vendor shall be deemed to have inspected the site area and access and ascertained all conditions affecting the contract. The Vendor shall be deemed to be fully conversant with the complete requirements of the work.

Civil engineering work i.e. foundation, trenches etc. shall be arranged by Owner. The Vendor shall submit foundation and other drawings indicating requirement of work to be carried out by Owner within two weeks of placement of order. In case the requisite information regarding requirement of slots, holes, pipe and other fixing inserts etc. as required for proper installation of equipment is not indicated by the Vendor within two weeks from placement of order, such facilities shall have to be arranged/provided by the Vendor at their own cost.

All work shall be carried out to the satisfaction of the Owner. Any work found to be carried out without the approval of Owner or work which is considered to be unsatisfactory and of poor quality of workmanship shall be rectified by the Vendor without any additional cost.

The Vendor shall complete and fulfil all formalities with the statutory authorities in India having jurisdiction in the area. Vendor shall also arrange for inspection and approval of installation by Indian Statutory authorities, if required.

The Vendor shall correct all project original drawings with "As Built" information and shall on completion of erection of the equipment submit originals of all finalised drawings to the Owner.

DESIGN BASIS & PHILOSOPHY

Design Basis

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

Design philosophy

Storage fulfils three functions.

1. It allows more vehicles to fill than the compressor could fill directly one after the other during peak times.
2. It allows the vehicle to fill at a faster rate than if directly from the compressor.
3. It prevents the compressor from stopping and starting too often.

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

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

The design life of the CNG storage facilities should be 20 years.

GAS COMPOSITION

Component	Range mole %	Deign case mole %
Methane	84.50-98.77	89.0
Ethane	0.69- 9.00	5.0
Propane	0.03-4.00	1.5
Butane	0.00-2.00	0.5
Pentane	0.00-0.35	0.35
Hexane	0.00-0.15	0.15
Heptane	0.00	0
Carbon Dioxide	0.00-4.50	3
Nitrogen	0.05-1.25	0.5

SUM	100.00	100
<ul style="list-style-type: none"> • O₂ not more than 0.5 % mole • Total non hydrocarbon -Not more than 2.0 % • Total S including H₂S Not more than 10 PPM by weight • H₂S not more than 4 PPM by volume • Water content in the range 112 to 144 Kg/ MMSCM • Specific gravity to be calculated by Bidder. • Calorific value Net Kcal/SCM to be calculated by Bidder. • Temp of gas shall be 20 to 40 °C. 		

CODES AND STANDARDS TO BE FOLLOWED

- IS 7285 :2004 Specification for seamless steel cylinders for permanent and high pressure liquefiable gases.
- IS 3224 :2002 Valve fittings for compressed gas cylinders excluding liquefied petroleum gas (LPG) cylinders.
- IS 5844 – 1970 Hydrostatic Stretch Test
- IS 5903 – 1970 Safety Devices of Gas Cylinders
- OISD - 179 Safety requirements on compressors, storages, handling and refueling of natural gas for use in automotive sector.

GAS CYLINDER RULES - 2004

INDIAN EXPLOSIVES ACT -1884

STATIONARY AND MOBILE PRESSURE VESSELS (UNFIRED) RULES (SMPV) 1981

ANSI, ASTM, NEC, NEMA, ASNZ, NFPA

All the applicable statutory codes, national laws and local regulations for safety and environment protection shall be followed by the vendor for design, engineering, fabrication etc. The vendor shall obtain from concerned authorities all necessary approvals.

EXTENT OF SUPPLY AND SERVICES

SUPPLY

Supply of CNG storage cascades of capacity 3000 water liter (- 0%, + 5%) at 15°C with following minimum details:

Cylinders & Others

- All cylinders should be designed, constructed and tested in accordance with the Indian Standard 2825, as amended from time to time, IS : 7285 – 2004 Part II or similar such other standard code approved by the Chief Controller of Explosives
- Robust painted Iron cascade frame. The iron surface shall be properly cleaned, primer and paint selected and applied to have a service life of at least five years. The exterior of the equipment is required to be corrosion free for at least five years and to have a fade free life without oxidation of paint surface for at least five years in an environment of bright sunlight with an intense UV content. The bidder to specify the grade of paint intended to be used.
- Material of Flange, Header pipe, female nipple for vent manifold should be of Carbon Steel (CS).

- Interconnecting tubing/piping, fitting, valves.
- Non return valves (NRVs) as required for three-bank operation.
- Pressure on each bank (Low, Medium & high Bank).
- Temperature gauge on high Bank.
- All other items required for use of cascade as mobile for transportation of gas shall be properly fitted and the drawing of cascade shall be approved by APGDC / PMC prior to supply.

SERVICES

The services to be rendered by vendor shall include but not limited to the following:

- Preparation and submission of documents/ drawings as per schedule under point “D” of MR and Gas flow calculations, 4-G static test Calculation of one complete assembled cascade with all the cylinders mounted & filled and sequencing calculations for cascade for maximizing the recovery from the cascade storage for residual cylinder pressure of incoming vehicle for refill pressure 35 bar g
- Obtaining approvals from concerned departments/ agencies/ statutory authorities such as BIS Certificate, PESO etc.
- Procurement of raw materials, bought out components, fabrication, shop assembly.
 - Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature.
- Shop inspection and testing including third party inspection (TPIA) or inspections by APGDC’s delegate and statutory approvals.
- Testing at site.
- Packaging, crating, dispatch of cascades.
- Cascade commissioning assistance.
- Paintings as per the present document.
- Preparation and submission of documents / drawings as per schedule.

TECHNICAL SPECIFICATIONS

The following specification is to give the vendor the technical and operating conditions the cascades must fulfil. Features other than those indicated herein but which call for a better design, increase in efficiency, enhance reliability, optimization may be accepted subjected to APGDC’s approval. The Vendor may submit their bid for any alternative design as optional item which may be indicated separately describing all advantages. The cascade shall be shipped in completely assembled condition. Gas supply line and delivery connection shall be made at site.

The vendor shall bid in their main offer, items according to the technical specifications outlined below.

Cascade

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

The water storage capacity of static cascade shall be 3000 (-0%, +5%) water litres at 15 degree C (Cylinders conforming to IS:7285 – 2004).

- Cascade storage dimension

For ready access and to ensure that all cylinder fittings are easily accessible, multiple cylinder units, which comprise a CNG storage facility and are stored in a vertical position should be limited to a width of 1.2m, a length of 5.5m and a height of 1.6m above floor level. (L x W x H – 5500mm x 1200mm x 1600mm).

In the case of storage facilities in which cylinders are in a horizontal position, each storage unit should be limited to a height of 1.6m, a length 5.5m and a width equal to the length of one cylinder up to 2m. To ensure ready access all cylinder fittings should be arranged to face one direction in each unit. Each such storage unit should be separated from other units by a distance of not less than 2m. Where horizontal units are placed parallel to each other, cylinder fittings should be arranged so that they do not face cylinder fittings of other units. (LxWxH – 5500mm x 2000mm x 1600mm).

- The water liter capacity of any individual cylinder in-group of cylinders forming cascades shall not exceed 500 liters at 15° C for 3000 water liter capacity cascades.
- The design, construction & testing of cylinder shall be as per IS 7285 - 2004 and approved by (PESO)
- Storage cylinder manufactured older than Sep 2013 shall not be accepted.
- Working Pressure of cascade cylinder shall be minimum 250 bar g at 15 °C.
- Cylinder material shall be seamless alloy steel (Cr-Mo) as per design / drawings approval by PESO.
- Cylinder neck threading shall be as per IS 3224- 2002 or as per design approved by PESO.
- Offered Cascades shall be of 75 liters Water Capacity cylinders and vendor shall observe minimum neck threads size of dia 25.4 mm standard. Type 4 threads with a taper of 1 in 8 on diameter confirming to IS-3224: 2002 or equivalent.
- The cylinder shut-off valve shall be with combination Bursting Disc and Fusible Plug conforming to requirements of IS 3224: 2002 or as per design approved by PESO.
- The burst disc shall rupture on excess pressure as well as excess temperature either individually or combined. The burst disc discharge shall be manifold to a common header for safe venting. Vendor shall indicate burst pressure and temperature.
- The cylinder shut-off valve orifice shall be designed for high flow to permit the combined flow of 100 kg/min from each bank at pressure of 250 bar g. Vendor to furnish necessary calculations indicating overall pressure drop for each bank, Coefficient of flow (C_v) values, valve orifice size etc.
- Number of cylinders in the cascade shall be divided into three independent banks of low, medium and high pressure of different storage pressures. Vendor shall optimize the number of cylinders in each bank for maximizing the recovery from the cascade storage and submit the calculations along with the bid. Vendor may assume the residual cylinder pressure of the vehicle coming for refill at 35 bar g
- The interconnecting tube work of cylinders manifold in configuration suitable for priority filling and sequential dispensing system by the electronic CNG dispensers at the Retail Outlets.
- Full bore ball valves for isolation shall be provided at inlet of each fill line and at each bank outlet line. The final end connection at battery limit shall be ¾” OD with union and double ferrules for directly connecting a ¾” OD tube.
- Ball Valve must be of good quality and be appropriately selected frequency of use.
- Ball valve seats must be suitable for natural gas operation of the gas composition indicated.
- Valves and fittings subject to corrosion must be either inherently resistant, or be coated with a corrosion inhibiting paint or surface treatment.
- The interconnecting tube work shall be minimum of ¾”OD tubing. The sizing of connecting tubing between each outlet and its associated cylinders shall be such that where they join the total incoming

flow areas shall not be less than outgoing area. The loops in tube work shall be provided for absorbing contraction, expansion and vibration piping / tubing shall be suitably clamped to the frame structure.

- Pipe work should be designed, tested and installed to ensure its safe operation at the worst conceivable conditions of flow, pressure and temperature
-
- The system should be “go-no-go” gaugable to demonstrate that fittings are properly tightened. Wherever possible valves and control devices should incorporate the same end connector system. The number of fittings used should be minimized.
- A Test and Inspection certificate issued by the manufacturer of the cylinder duly countersigned by an Inspector that the Cylinder meets the requirements of the standard or code referred above submitted to PESO shall be provided.
- All cylinders should be new and unused. Re-certified cylinders are not acceptable. Before using the Cylinder or before refilling the cylinder, which has to be made gas free, air contained therein shall be purged by an inert gas or by the CNG gas. Cylinders of 75 lit water capacity at 15°C are only envisaged. All cylinders in a cascade shall be of same capacity.
- The Supplier should ensure that Personnel assembling the piping work should be competent in the system employed.
- The preferred valve types for isolation are ¼” turn ball valves. Such valves have similar material to the attached tube / Fittings.
- Cylinders in the cascade may be vertically or horizontally placed. In case of horizontal configuration, minimum 30mm cylinder to cylinder gap shall be provided (Conforming to requirements of OISD-179). The material used to separate the cylinders should be sufficiently strong enough and should not absorb moisture. Special precautions should be taken to avoid corrosion at the point of contact.
- All cylinder valves and fittings must be rated for the full range of temperature and pressures and the manufacturer should stamp or otherwise permanently mark the valve body to indicate the service rating.
- Double compression ferrule Fittings shall be used in tube connection tubes.
- All cylinders to be hydrostatically tested and approved by third party certification body. Test certificates shall be duly endorsed by approval body and issued before delivery.
- The location of inlet/ outlet tube and pressure gauges shall be as per approved drawing.
- Cascade to be purged with N2 after testing and shipped with a positive pressure of N2 at 1 barg in the cascade before despatch..

Marking of cylinders

- a) Every Gas cylinder shall be clearly and permanently marked in accordance with the following conditions by stamping, engraving or similar process;
 - a.1 on the shoulder of the cylinder which shall be enforced by forging or other means, or
 - a.2 on such a part which is inseparably bound with the cylinder and which is not or only negligibly effected by the stresses due to the gas pressure within it.
- b) The name plate shall not be affixed to the cylinder by soldering, if there is risk of corrosion or embrittlement.

- c) In conjunction with the original marking, space shall be provided for stamping the test date obtained at the periodic inspection.
- d) Markings shall be as carried out and the letters and numerals used shall be such shape and size that the marking is clear and easily readable and does not give place for misreading.
- e) All cylinders must be permanently stamped with the word CNG together with the following information:
- e.1 Manufacturer's, owner's and inspector's marking and rotation number; (These markings shall be registered with the PESO;
 - e.2 Specifying that the cylinder has been manufactured for "CNG only"
 - e.3 A symbol to indicate the nature of heat treatment (such as normalizing, quenching, or tempering) given to the cylinder during manufacture.
 - e.4 The date of the last hydrostatic or hydrostatic stretch test, as the case may be, with the code mark of the recognized testing station where the test was carried out. The code mark shall be registered with the PESO.
 - e.5 Working pressure and test pressure;
 - e.6 Tare weight
 - e.7 Water capacity.
 - e.9 All the markings, except the manufacturer's marking, which may be on the base, shall be stamped on the neck end of the cylinder.

Marking on valves

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

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

Labeling of cylinders:-

- Every cylinder shall be labeled with the name "CNG ONLY" with letter of at least 25mm high in contrasting colour and the name and address of the Purchaser by whom the cylinder was filled with gas.

- A warning in the following terms shall be attached to every cylinder containing Compressed Natural Gas namely:-
 - ii) Do not change the color of the cylinder
 - iii) This cylinder should not be filled with any gas other than CNG.
 - iv) No flammable material should be stored in the immediate vicinity of this cylinder or in the same place in which it is kept.
 - v) No oil or similar lubricant should be used on the valves or other fittings of this cylinder.
 - vi) Please look for the next date of test, which is marked on a metal ring inserted between the valve and the neck of the cylinder, and if this date is over, do not accept the cylinder.

- All storage system should be supplied in a three bank arrangement. Low bank 50%, Medium bank 30% and High bank 20% of the total storage system.

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

Pressure Relief Devices

- Each cylinder used for the storage of CNG should be equipped with a suitable pressure relieving device and a suitable isolating valve which should be readily accessible when installed in the storage bank. The isolating valve should not be capable of closing off the pressure relieving device, or should be locked in the open position.

- Relief devices should be positioned in such a way as to avoid discharge of high pressure gas to the operator or persons in close vicinity.

Safety Relief Devices for cylinder storage

- Cylinders manufactured in India, if fitted with safety relief devices in their bodies, shall have such safety devices manufactured and maintained in accordance with IS:5903.

- Piping and gas storage systems should be protected against overpressure by safety relief devices. Relief devices installed to protect the storage systems should have sufficient capacity to vent the maximum flow produced by the compressor and should be set to open at a pressure not exceeding 20% above the maximum allowable working pressure of the system or the pressure which produces a hoop stress of 75% of the specified minimum yield strength, whichever is lower.

- A combination burst disc/fusible alloy assembly should be incorporated in the cylinder valve. Burst disc should yield at a pressure not less than 1.5 times manufacturer's recommended operating pressure of the cylinder, and not more than test pressure. The disc should relieve pressures in excess of 30Mpa

- In addition to above a mechanical pressure relief valve which opens at a predetermined pressure should be used. This should not be part of the cylinder valve.

- Safety relief valves should be provided with means to seal to prevent tampering by unauthorized persons.
- Minimum required rate of discharge from the safety valve should be at least equal to any input from the system whether stored or being compressed.

- Each safety relief valve should be clearly marked by the manufacturer.

- The maximum pressure in the storage system should not exceed 255 bar (g).

- The cascade cylinders should be supplied with impact test certification.

- The mobile storage capacity should be 3000WL and the dimensions should not exceed L x W x H (According to the Vehicle used) fixing of SS Tubes & Components will be finalized during detail engineering.

CORROSION PROTECTION

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

VALVES

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

Cascade Frame

- The frame shall not allow lateral and rotational movement of cylinders during regular road transport under any circumstances. Vendors shall take into account the rough patches / bumps on roads.
- Frame shall be free standing and have facility for lifting by crane and forklift the complete assembled cascade. Bottom and top of frame shall be reinforced to prevent any twisting or strain to inter-connections among cascade cylinders during lifting by crane, forklift and during the transport.
- Frame structure of each cascade shall be capable of withstanding 4G impact (four times gravity) from any direction without any distortion. Vendor to submit 4-G static test Calculation of one complete assembled cascade with all the cylinders mounted & filled Vendor to test one frame for satisfactory performance, strength and stability. Test results and report shall be submitted to APGDC.
- Each storage system should be supplied with suitable lifting lugs. Bottom and top of frame shall be reinforced to prevent any twisting or strain to inter connections among cascade cylinders during lifting by crane, forklift and during transport.
- Cascade storage system to be skid mounted and complete with removable metal frames and non-metal / non-sparking spacer material.

- Cascade and spacer frame to be painted with anti-rust and etching primer under coat. Importance should be drawn to avoiding corrosion which can limit the working life of a cylinder and affect the fatigue characteristics in serious cases. The implementation of good periodic maintenance anti-corrosion procedures is strongly recommended.
- All cylinder tubing, manual isolation valves and pressure relief valves should be protected from knocking by any moving object and should not protrude outside the metal frame or brackets.
- Frame shall be suitably covered with canopy from top to avoid the ingress of rain water.
- All items used in the frame shall be weatherproof.
- Supplier shall submit structural drawing of the frame giving details of the steel, welding procedure, corrosion protection for approval of Owner / Owner's representative before commencing fabrication work.
- Frame shall support the cylinder adequately and allow the cleaning of cylinder.

Draining arrangement

- Draining arrangement for each cylinder shall be provided.
- Materials used for the Draining piping shall be stainless steel 316.
- The tubing material shall be of Sandvik make.
- All SS Tube fittings shall be of Swagelok/Parker make.

Piping / Tubing / Fitting/ Pressure gauges / Temperature gauges

- All rigid piping, tubing and other components on the storage system should be designed for the full range of pressures, temperatures and loadings to which they may be subjected with the factor of safety of at least 4 based on the tensile strength at 20°C. Any materials used including gaskets and packing should be compatible with natural gas and its service conditions.
- All piping should be designed in accordance with engineering calculations based on the requirements of ASME B31.3 in conjunction with EEMUA supplement to ASME B31.3 or equivalent design standards. Standards used should be used in total.
- All welding piping should be fabricated and tested in accordance with ANSI/ASME B31.3, API 1104 or an equivalent standard. Whichever standard is chosen for use, it should be used in total.
- All piping to be tested after assembly to a pressure equal to that of the pressure relief device setting and proved leak free.
- Materials used for the piping shall be stainless steel 316 fully annealed seamless conforming to ASTM A269 with maximum hardness of Rb80 or less and suitable for bending and flaring. OD tolerance shall not exceed +0.005%. The piping/ tubing material shall be of Swagelok/ Parker make.
- Double compression ferrule Fittings shall be used in tube connection tubes.
- All fittings including valves shall be of Swagelok, Parker make only.
- Material shall be SS 316 conforming to ASTM A269. Open ends on fittings and vents shall be provided with caps.

- Liquid filled Pressure gauge of diameter 4", (0-400 kg/cm²) with a 3- way isolating valve on each bank shall be used. Thus each cascade shall have three pressure gauges. Pressure gauges shall be securely mounted.
- Every CNG storage unit including each manifold group or bulk storage tank should be provided with a suitable pressure gauge for each bank. The pressure gauge should be directly connected to the tank or storage system. The gauge should be dial graduated to read approximately double the operating pressure.
- A good quality industrial pressure gauge should be used with a dial face of at least 63mm or larger. Gauges should be built to requirements of BS 1780 or ANSI/ASME B40.1 or OISD-179 equivalent.
- Temperature gauge of diameter 4" with necessary arrangement on high bank only shall be used. Thus each cascade shall have only one Temperature gauge on high bank.
- All end connections, pressure & Temperature gauges, valves and fittings of cascade shall be within tamper proof, wire cage enclosure. These shall be on one side of cascade for ease of operation.
- Vendor shall provide a suitable draining arrangement duly certified/ approved by PESO for the purpose of removing moisture and other contaminants that may accumulate within the Piping / Tubing.
- Material of vent tubing shall be SS 316 and make shall be of Swagelok /Parker make.

Painting

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

- White color on cylinder body
- Red IS 537) on cylinder neck portion
- Yellow color on frame
- The paint shall be chosen, primed and applied as to have a service life of five (5) years. The exterior surface is required to be corrosion free for five (5) years and to have faded free life without oxidation of paint surface for five years in an environment of bright sun light with an intense UV content.
- Surface preparation by Short Blasting as per grade SA 2 1/2, Swedish Standard SIS055 909. Three coats of paint shall be applied with minimum thickness of 300 micron. (Permissible thickness in each coat shall be within 80 to 120 micron.)

MOBILE STORAGE CASCADES

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

- The isolation valves and the end connections shall be terminated at the left side of the storage frame.
- End connections shall be such that tube manifold accessible from side of the vehicle and can be connected to station piping from any one side of the vehicle.

PROTECTION OF VALVES & ACCESSORIES

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

EQUIPMENT

- Piping, Fittings and meters:
 - a. All piping, fittings and meters mounted on the cascade shall be designed to with stand the most severe combined stresses imposed by the following, namely.
 - a.1 The maximum designed pressure of the vessel.
 - a.2 The super imposed pumping pressure of the shock loading.
 - b. The materials used for vessel equipment shall be sufficient ductile to withstand rough usage and accidental damage. Brittle materials such as cast iron shall not be used.
- Protection of piping and equipment;
 - a. All piping and equipment shall be adequately protected to minimize accidental damage which may be caused by rough usage, collision or overturning;
 - c. Any equipment or section of piping in which liquid may be trapped shall be protected against excessive pressure caused by thermal expansion of the contents.
- Marking of connections-

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

INSPECTION AND TESTING

- Before bringing any items of equipment to site, factory testing should be carried out to demonstrate the function of all equipment within the system if so desired.
- Vender shall be given 2 weeks notice of the date and location of the tests so that the equipment may be witnessed if desired.
- Upon delivery to the site, all the equipment should be assembled in a complete system. Thereafter, final site acceptance test would be carried out. Such tests should be witnessed and signed off by the Company representative. The Supplier should rectify and replace all defects, faults, failures, etc. and all costs should be borne by Supplier. The costs should include accommodation, travelling, expenses, etc.
- Venders shall carryout 4G static calculation of one complete assembled cascade with all the cylinders mounted and filled and submit the same for Owner review.

- Vendor shall carry out cylinder bursting test of one cylinder from the entire batch produced for supply to APGDC in case offered cylinders are of new design (conforming to the requirement of IS 7285:2004). Vendor shall inform the schedule of the test well in advance to enable Owner or their authorized representative to depute technical personnel for witnessing the test.
- Vendor shall carry out all standards shop tests/QA/QC as per recommendation of manufacturer/Chief Controller of Explosives. Copies of the testing/inspection carried shall be furnished to APGDC.
- Vendor shall furnish record of storage capacity check of each cylinder in a cascade and the same need to be demonstrated to Owner or their authorized representative.
- Each assembled storage cascade with all tubing, valves shall be pressures tested to ensure existence of no leakage prior to dispatch.
- Manifold of the cascade shall be tested to 250-bar g. The manifold shall be checked for sequencing.
- There shall be no any back flow between any two banks with all valves open for three bank of cascades.
- Dispatch Clearance to be given by APGDC after final Inspection to be witnessed by APGDC/Third Party Inspection agency appointed by APGDC.

CALIBRATIONS, TEST CERTIFICATES AND THIRD PARTY CERTIFICATION

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

TRAINING REQUIREMENTS

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

- The training programme should cover but not limited to the following subject areas:
 - The physical characteristics of the gas and the procedure and precautions to be observed in handling and control.
 - Start-up, operations and maintenance procedures for the CNG storage facilities.

PROTECTION DURING SHIPPING

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

WARRANTY SERVICING & SPARE PARTS

- All necessary spare parts to sustain the operations and maintenance of the CNG Stationary and mobile storage facilities should be supplied and stock at the Supplier workshop / warehouse located in India for immediate replacement of parts. The costs to stock these spare parts should be at supplier cost. However, once the parts are replaced in the Stationary Cascades, the Company's should compensate the Supplier's accordingly provided that the warranty period has expired.
- The supplier's should provide a warranty period of 12 months from the date of final site acceptance of CNG facilities by the Company.
- All the material and equipment to be free from defects in design, manufacture, material and workmanship.
- Replacement shall be made if any defective items found damaged or not performing to the specified requirements of any part of cylinder for at least 24 months from the date of delivery or 12 months from the date of successful commissioning whichever is later.
- Vendor shall give comprehensive warranty all materials and equipment to be free from defects in design, material and workmanship.
- Vendor shall warranty all cylinders satisfying the requirement of intended use.
- Maintenance support during warranty period shall be available within 8 hours of reporting the compliant.
- Assume responsibility for obtaining manufacturer's warranty of all bought out items.

PERFORMANCE GUARANTEE

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

DOCUMENTATION

Following documents shall be submitted with the offer:

- Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per storage system, their part nos and make.

- Process and instrument diagram along with Bill of Materials for all major components within the tender.
- General arrangement drawing of the storage system giving overall dimensions and erection / shipping weight.
- Technical data sheet of storage system.
- Typical cross sectional drawing and literature to fully describe the details of all major components such as Cylinders, valve, gauges piping etc. Data sheet indicating material of tube, tube size etc, piping and instrument diagram.
- List of mandatory spares, supplier to provide a comprehensive list of spares for all Major components both within the storage system and all auxiliary equipment. (Itemized rate to be given in price bid).
- List of spares required in addition to those mentioned above for 2 years normal operation & maintenance per storage system (itemized rate to be given in price bid)
- List of commissioning spares per storage system.
- List of special tools & Tackles required for installation & maintenance per storage system.
- Leaflets, catalogues for all major items.
- Shop test procedure.
- Maintenance schedule of the storage system along with list of Spares for O&M during warranty period.
- A complete zonal drawings of the Storage Cascade (complete package), all certification for all components used within the hazardous areas should be provided.
- Reference list of similar / identical storage system supplied in last 7 years of CNG application.
- Deviation sheet (if any).
- **Following documents shall be submitted after release of order i.e. within two weeks from date of P.O.**
 - Detailed time schedule for supply indicating time periods required for cylinder manufacturing, cascade frame fabrication, shop testing, dispatch of material from works and delivery at site. Detailed quality control procedure / QAP, duly approved by PESO for manufacture of cylinder, fabrication of frame' etc within two weeks of release of order.
 - Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per storage system, their part nos and make.
 - Process and instrument diagram along with Bill of Materials for all major components within the tender.
 - Detailed quality control procedure, duly approved by PESO for manufacture of cylinder, fabrication of frame.

- Detailed foundation drawing of the storage system for casting foundation giving load pattern etc.
- Vendor shall submit 4G static calculation of one complete assembled cascade with all the cylinders mounted and filled.
- Technical data sheet of storage system.
- **Along with supply**
- The supplied cylinders shall have the certification from PESO, for suitability of each cylinder for filling and storage of CNG up to 250-bar g at 15 °C in India.
- General arrangement drawing, schematic of cascade piping, drawing of cascade frame the storage system giving overall dimension and erection /shipping weight.
- Technical data sheet of storage system.
- Typical cross sectional drawing and literature to fully describe the details of all major components such as Cylinders, valve, gauges piping etc. Data sheet indicating material of tube, tube size etc, piping and instrument diagram.
- Vendor shall furnish the material test certificates for all bought out items like cylinder raw material, tubing/piping, valves, check valves and fittings with the shipment.
- QA/QC report for manufacture of cylinder and testing with shipment.
- As built drawing of each CNG cascade with serial number indicating schematic, structural dimensions and bill of material with shipment.
- Maintenance schedule of the storage system along with list of Spares for O&M during warranty period.
- A complete zonal drawings of the Storage Cascade (complete package), all certification for all components used within the hazardous areas should be provided.
- Test certificates of all major components like cylinders, shutoff valves, pressure relief valves tubing / pipe work etc.
- Calibration certificates for all measuring and protection devices.
- In case of foreign supply, the bidder should get all certificates endorsed by office of PESO of delivery of cascades at site.

Check List for Mandatory Spares of Storage Cascade System

Sr. No	Item	Qty	UO
1	Pressure Gauge Range (0 – 400 kg/cm2(g))	As per SOR	As per SOR
2	Cylinder Valve with end tube fitting		
3	Isolation Valve		
4	Check Valve		
5	Tube Pig Tail		
6	Burst Disc with Washer		
7	Spindle, Seal kit & Handles for isolation valves		
8	Spindle & Handles for cylinder valves		

9	Safety Relief Device		
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- All the mandatory spare parts shall be wrapped and packaged for prolonged so that they will be preserved in original as new condition.
- The spare parts shall be properly tagged and coded so as to facilitate easy identification.
- Spares shall be packaged separately and clearly marked spares and shipped at same time as the main equipment.

EXPERIENCE RECORD PROFORMA FOR CASCADE

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

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

	cylinder, tubing's, fittings of total package				
34.	Date of commissioning of cascade				
35.	Design case gas composition				
36.	Approval from PESO Nagpur				
37.	Dimensions of package Max.				
38.	Date of commissioning of cascade				
39.	Where cascades are located: Address and fax/ telephone no. of				
40.	Major problems encountered, if any				

CHECK LIST FOR SCOPE OF SUPPLY

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

Sr. No	Description	Specified by Purchaser YES / NO	Included by Vender YES / NO	Remarks
1.0	Each Storage cascade Package complete with:			
1.1	Specification - Indian Standard 2825, as amended time to time, IS : 7285 – 2004 similar such other standard code approved by PESO	YES		
1.2	Cylinder material - Seamless alloy steel (Cr-Mo) or standard code approved by the Chief Controller of Explosives.	YES		
1.3	All the fittings, Valves, Safety devices, gauges are as per IS 3224 or standard code approved by the Chief Controller of Explosives.	YES		
1.4	Tubing's are of rigid type ASTM 316 stainless steel tube.	YES		
1.5	All cylinders are Hydro static Tested	YES		
1.6	Water capacity of single cylinder used in cascade not less than 50 Ltrs.	YES		
1.7	Nos. of banks in cascade- three bank system	YES		
1.8	One Cylinder should be burst test	YES		
1.9	4-G Stationary calculation for one complete assembled package is done	YES		
1.10	Working Pressure of Cascade min. 255 bar (g)	YES		
1.11	Pressure test for Leakage on cylinders with assembled condition	YES		
1.12	Isolation Valve complete with venting line valve and end plug installed on the inlet of the cylinder	YES		
1.13	Copy of Calibration certificates for all instrument gauges etc of Cascade package, Test certificates of all instruments with cylinder, tubing's, fittings of total package	YES		
1.14	BoQ with weight of each component	YES		
1.15	Drawing of cylinder of specified parameters and proposed to be used in offered cascades	YES		

Andhra Pradesh Gas Distribution Corporation Limited

	approved by CCOE			
1.16	Drawing of cascade frame	YES		
1.17	Storage cascade with frame assembly is shipped in fully and assembled condition only to be mounted on anchored bolts laid at site.	YES		
1.18	GA drawing of the cascade	YES		
1.19	Warranty for a period of 12 months is provided from the date of final site acceptance of CNG facilities by the Company's.	YES		
1.20	Make of bought out items	YES		
1.21	Detailed time schedule for supply indicating time periods required for cylinder manufacturing, cascade frame fabrication, shop testing, dispatch of material from works at delivery site	YES		
2.0	Spares and Tools /Tackles			
2.1	All necessary spare parts to sustain the operations and maintenance of the storage cascades facilities within the warranty period are supplied and stock at the supplier workshop/ warehouse located in India for immediate replacement of parts	YES		
2.2	Mandatory spares as specified in the "Check List for Mandatory Spares"(Indicate separate price for each item)	YES		
3.0	Inspection and Testing			
3.1	As specified on the Inspection and testing clauses	YES		
4.0	Vendor Data and drawings			
4.1	All data & drawings as required per VDR format as per clause 11.	YES		
5.0	Supervision during the Trial Run if required at site of the CNG storage cascade system			
5.1	Additional Items not specified by purchaser but recommended by bidder for safe smooth and normal operation. (Bidder shall indicate separate list of such items in his proposal)	YES		
6.0	Technical Parameters to be confirmed by vendor			
6.1	Pressure range from 19 bar (g) -250 bar at 15 °C	YES		
6.2	Fill Pressure Kg/cm ² g or [bar(g)] -200	YES		
6.3	Operating Temperature range -[-55°C to 70°C]	YES		
6.4	Design Code :IS 2825, IS 7285-2004, IS 3224 or as per Applicable standard Codes or approved by CCOE	YES		
6.5	Calibration traceability - To NIST as per ISO 5168	YES		
6.6	Enclosure weather proof to - IP65,NENA4x	YES		
6.7	Process Temperature effect - ± 0.01% of nominal flow rate/degree C on zero offset	YES		
6.8	All valves as per IS 3224or as Applicable standard code or approved by CCOE	YES		
6.9	Safety relief devices as per IS: 5903 or Applicable standard code or approved by PESO	YES		



**ANDHRA PRADESH GAS DISTRIBUTION CORPORATION
LTD.**

CNG STORAGE CASCADE DATA SHEET

APGDC.001/CSD/DT/0001

data sheet no : apgdc.001/csd/dt/0001

CASCADE DATA SHEET

S.No.	Parameter	Specification	Offered
1	Type of service	CNG	
2	Capacity (in water liter)	3000 (-0%, +5%)	
3	No. of Banks	3	
4	Cascade Dimensions	OISD-179	
5	Cascade frame structure is be able to withstand 4G (four time of gravity) test from any direction without any distortion	Yes	
6	No. of Cylinders in each bank		
a.	Low Bank	*	
b.	Medium Bank	*	
c.	High Bank	*	
7	Cylinder		
a.	Cylinder Make	*	
b.	Compliance Code	IS 7285:2004	
c.	Cylinder Size at 15 °C (in water liter)	Not exceed 500 litres	
d.	Cylinder Operating Condition	250 bar g at 15 °C	
e.	Cylinder Testing parameters	As per IS: 7285 : 2004	
f.	Cylinder Material	Seamless alloy steel (Cr-Mo)	
g.	PESO Approval	Yes	
h.	Gas quantity stored in the cylinder at 15 °C	*	
8	Cylinder Shut-off Valve		
a.	Make	Vanaz/ Tekno	
b.	Compliance Code	IS 3224:2002	
9	Combination Bursting Disc and Fusible Plug		
a.	Burst Pressure (in bar g)	*	
b.	Fuse Melting Temperature (in °C)	*	
10	Interconnecting Tube Size	Minimum ¾" OD	
11	Pressure Drop for each bank		
a.	Low Bank	*	
b.	Medium Bank	*	
c.	High Bank	*	
12	Coefficient of Flow (Cv)	*	

Note:

- All tubing fittings & other piping components shall conform to recommendations of ANSI B31.3 "Process piping".
- (*) – To be furnished by vendor.

**ANDHRA PRADESH GAS DISTRIBUTION CORPORATION
LTD.**

DATA SHEET : PRESSURE GAUGE

APGDC.001/CSD/DT/0002

Andhra Pradesh Gas Distribution Corporation Limited

PRESSURE GAUGE	
UNITS: Flow<-> Liquid- m ³ /hr Gas- Sm ³ /hr Steam- kg/hr Pressure-> kg/cm ² G Temperature<-> oC Level/Length<-> mm	
1 Type:- Direct 2 Mounting:- Local 3 Dial Size:- 100 mm Colour:- White with black inscriptions 4 Case Material:- SS316 5 Bezel Ring:- Beyonet type SS316 6 Window Material:- Shatterproof glass 7 Enclosure:- WP to IP 65 as per IEC 60529 / IS 2147 8 Pressure Element:- Bourdon 9 Element Material:- SS316 10 Socket Material SS316 11 Accuracy:- +/-1% of FSD 12 Zero adjustment:- Micropointer 13 Connection:- 1/2"NPT(M) Connection Location:- Bottom 14 Movement:- SS316	15 Diaphragm Seal:- -- Type:- -- Wetted Parts Material:- -- Others Material:- -- Process Connection: Size & Rating -- Facing & Finish:- -- Capillary Material:- -- Armour - Flexible Material:- -- Capillary Length:- -- Flushing/Filling connection with:- -- 16 Over Range Protection:- 130% of FSD 17 Blow Out Protection:- Yes 18 Options :- a) Snubber b) Syphon c) Gauge Saver d) Liquid Filled casing e) Vacuum Protection f) Solid front

SL. NO.	TAG NO.	RANGE kg/cm ² g	PRESSURE kg/cm ² g			TEMPERATURE °c			SERVIC E	OPTIONS
			OP.	MAX.	DES.	MIN	MAX.	DES.		
	*	0-400	250	400	400				Natural Gas	d,e,f,g

NOTES:
 '*': Vendor to furnish
 1 Process Data shall be as per Tender document
 2 At the time of approval of DS, Supplier shall furnish DS with Catalogues.
 3 Approved Vendors: General Instruments, A.N.Instruments, Fiebig, Wika.

DEVIATION	NO DEVIATION	VENDOR'S SIGNATURE WITH SEAL				
Datasheet No: APGDC.001/CSD/DT/0001						
Sheet No. 1 of 1	CLIENT: BGL					
	PROJECT: APGDC DAUGHTER STATIONS NEAR KOVVUR					
		0	06.12.13	KSR	SRM	KKJ

**ANDHRA PRADESH GAS DISTRIBUTION CORPORATION
LTD.**

DATA SHEET : TEMPERATURE GAUGE

APGDC.001/CSD/DT/0003

**ANDHRA PRADESH GAS DISTRIBUTION CORPORATION
LTD.**

QAP - High Pressure Gas Cylinder, Cascade Frame & Fittings

APGDC.001/CSD/QAP/0001

(QAP Sheets are attached separately)

SECTION-VII

SCHEDULE OF RATES (SOR)

Note:

- (a) Materials are to be delivered at Project Site near Kovvur Online CNG Station, West Godavari Dist, AP. Therefore, bidder must assess the correct freight charges and quote.
- (b) **Prices are to be quoted as per above SoR** failing which offer is liable for rejection. Bidders to quote both with and without Form-C rates.
- (c) All other charges which are not appearing above and become applicable during execution of this PO, same shall be considered included in the quote rates.
- (d) Bidders to note that the rate of ED indicated in the SOR will be considered for evaluation and if upon such loading the bidder is L-1, bidder will be bound to execute the order with the above rate of ED. Any increase in ED due to increase in turnover will not be admissible. However, statutory changes in excise duty rates by the Government of India (within the scheduled delivery period) will be paid as applicable at the time of dispatch. **Further, bidder should raise cenvatable invoices in order to facilitate APGDC in claiming CENVAT credit.**
- (e) APGDC will not be responsible for any damage/loss during transit.

SECTION-VIII

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
APGDC Limited
Hyderabad

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

1. Name of Bidder / Firm

2. Status of Firm
[Mark]

Proprietorship Firm / Partnership Firm

3. Number of Years in Operation

4. Registered Address

5. Operational Address [if different from above]

6. Telephone Number

[Area Code]

[Number]

7. E-mail ID & Website

8. Tele-fax Number

[Area Code]

[Number]

9. ISO Certification [If Any]

[If 'Yes', Please Furnish Details]:

10. PAN [Number]

[Enclose Copy of 'PAN
Card']

11. Service Tax Number

[Enclose Copy of 'Service Tax
Registration Certificate']

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

F-2

BID FORM

**To
APGDC Limited
Hyderabad**

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

After examining / reviewing the Bidding Documents for Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP" 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, pleased to offer to execute the whole part of the work and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

Until a final Agreement is prepared and executed, the Bid together with your written acceptance thereof in your "Notification of Award" shall constitute a binding Agreement between us.

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]
Name of Witness:
Address:

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LIST OF ENCLOSURES

To
APGDC Limited
Hyderabad

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.

(SEAL AND SIGNATURE OF BIDDER)

FORM-4

PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....
No.....

Bank Guarantee

Date.....

To:

**M/s APGDC Limited
Hyderabad**

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for "Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP".

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

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

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be six (06) months after the date finally set out for closing of tender]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME)

(OFFICIAL ADDRESS)

(SIGNATURE)
(NAME)

Designation with Bank Stamp
Attorney as per
Power of Attorney No. _____
Date: _____

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LETTER OF AUTHORITY

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

Ref:

Date:

To
APGDC Limited
Hyderabad

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

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

[1] Name & Designation _____ Signature

Phone/Cell:

Fax:

E-mail: @
.....

[2] Name & Designation _____ Signature

Phone/Cell:

Fax:

E-mail: @
.....

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

Yours faithfully,

Place:
Bidder]
Date:

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

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.

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"NO DEVIATION" CONFIRMATION

**To
APGDC LIMITED
Hyderabad**

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

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

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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DECLARATION

To
APGDC LIMITED
Hyderabad

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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CERTIFICATE

**To
APGDC LIMITED
Hyderabad**

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

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

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

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AGREED TERMS & CONDITIONS

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter Booster Station near Kovvur, West Godavari Dist, AP

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

Sl	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Tax & Duties	ST/VAT:% Excise Duty:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee (10% of total order value) will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee 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.	

Sl	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm compliance to Delivery/ Completion Schedule as specified in Bid document.	
9.	a) Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. Liquidated damages or penalty are not acceptable. b) In case of delay, the bills shall be submitted after deducting the price reduction due to delay. Confirm.	
10.	a) Confirm acceptance of complete Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months 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 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.	
14.	The bidder is required to state (in sentence form) whether any of the Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner APGDC or his relative is a partner.	
15.	Confirm that you have not been banned or de-listed by any Government or Quasi-Government agencies or Public Sector Undertakings. If you have been banned or de-listed by any Government or Quasi-Government agency or Public Sector Undertakings,	

Andhra Pradesh Gas Distribution Corporation Limited

S1	DESCRIPTION	BIDDER'S CONFIRMATION
.	then this fact must be clearly stated. If this declaration is not furnished bid shall be treated as non-responsive and liable for rejection.	
1 6.	All correspondence must be in ENGLISH language only.	
1 7	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids including those received late or incomplete.	
1 8	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Bidder: M/s _____

Place : _____

(Signature of Authorized Signatory)

Date : _____

Name : _____

Seal : _____ Designation : _____

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ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in APGDC issued the tender, by filling up the Format)

To
Director (Commercial)
APGDC Limited
Hyderabad

E-mail : kapilkumarjain@gail.co.in; rama.apgdc@gmail.com

Fax : 040-67304951

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir,

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

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

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

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

Reasons for non-submission of bid:

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

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Undertaking on Letterhead

To

APGDC Limited
Hyderabad 110066

Sub: Supply of 3000 WL cap CNG Storage Cascades for APGDC's Daughter
Booster Station near Kovvur, West Godavari Dist, AP

Dear Sir

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

(SIGNATURE OF BIDDER)