



**CITY GAS DISTRIBUTION PROJECT
ARC FOR PROCUREMENT OF MDPE FITTINGS
TENDER NO. AGL/0427/T2/MDPE FITTINGS/05-2023**



**AAVANTIKA GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL & HPCL)**

**CITY GAS DISTRIBUTION PROJECT IN INDORE, UJJAIN,
PITHAMPUR & GWALIOR**

**ANNUAL RATE CONTRACT
FOR
PROCUREMENT OF MDPE FITTINGS**

TENDER NO.: AGL/0427/T2/MDPE FITTINGS/05-2023

OPEN DOMESTIC COMPETITIVE BIDDING

ISSUED DATE: 10.05.2023



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S.No.	Section	Particulars
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Instructions to Bidders (ITB)
3.	Section – III	Technical Specification
4.	Section – IV	Payment Terms
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6.	SECTION – VI	General Condition of Contract - Goods (GCC-Goods)
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**SECTION – I
INVITATION FOR BIDS (IFB)**



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Avantika Gas limited (AGL) (hereinafter referred as Owner), is supplying Piped Natural Gas (PNG) to Domestic, Commercial and Industrial consumers and Compressed Natural Gas (CNG) to automobiles in Indore, Ujjain and Gwalior cities of Madhya Pradesh. AGL invites sealed bids under single stage two bid systems from eligible bidders for the procurement of MDPE Fittings as per the details given in Tender document.

The quantities mentioned in the Schedule of Rates (SOR) are indicative and for inviting unit rates for the items and for evaluation purpose only. However, the procurement will be done based on the actual requirement by placing separate Delivery Orders (DO) each time during the validity of Annual Rate Contract. Bidder to note that the entire quantity can be ordered in one Delivery Order also.

The Scope of work under this contract shall be Design, Engineering, fabrication, assembly, shop/factory inspection, third party inspection and testing for supply of MDPE Fittings as per the specification and other details given in Tender document and Schedule of Rates (SOR).

- 1.0 PROJECT : CITY GAS DISTRIBUTION PROJECT FOR
INDORE, UJJAIN, PITHAMPUR & GWALIOR**
- 2.0 ITEM & QUANTITY : MENTIONED IN SCHEDULE OF RATES (SOR)**
- 3.0 SCOPE OF WORK : ARC FOR PROCUREMENT OF MDPE
FITTINGS AS PER TECHNICAL
SPECIFICATION AND SCHEDULE OF RATES
REQUIRED DELIVERY FROM THE DATE OF**
- 4.0 DELIVERY PERIOD : ISSUANCE OF DELIVERY ORDER (DO) SHALL
BE AS FOLLOW:**

Sr. No.	MDPE FITTINGS	Unit	Quantity	Delivery period from the date of Each Delivery Order
1	PE Elbow 32 mm 45 ° (PE 100)	Nos	35	04 Weeks
2	PE Elbow 32 mm 90° (PE 100)	Nos	141	
3	PE Elbow 63 mm 45 ° (PE 100)	Nos	73	
4	PE Elbow 63 mm 90 ° (PE 100)	Nos	95	
5	PE Elbow 125 mm 45 ° (PE 100)	Nos	18	
6	PE Elbow 125 mm 90 ° (PE 100)	Nos	22	
7	PE Coupler 20 mm (PE 100)	Nos	3618	
8	PE Coupler 63 mm (PE 100)	Nos	532	
9	PE Coupler 125 mm (PE 100)	Nos	273	
10	PE Coupler 180 mm (PE 100)	Nos	33	
11	PE Equal Tee 20 mm (PE 100)	Nos	148	
12	PE Equal Tee 32 mm (PE 100)	Nos	47	
13	PE Tapping Tee 125 x 32 mm (PE 100)	Nos	18	
14	PE Tapping Tee 125 x 63 mm (PE 100)	Nos	28	
15	PE End cap 20 mm (PE 100)	Nos	330	
16	PE End cap 32 mm (PE 100)	Nos	65	
17	PE End cap 125mm (PE 100)	Nos	19	
18	PE Transition Fitting 20 x 1/2" (PE 100)	Nos.	470	

- Delivery shall be on FOT site basis.
- The MDPE Fittings will be delivered at AGL Warehouse at Indore (M.P)

5.0 BID VALIDITY : 3 MONTHS FROM BID DUE DATE.

6.0 BID SECURITY / EMD: Rs. 11,000/- in form of DD or Bank guarantee.



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The bid security shall be in the form of Demand Draft or Bank Guarantee in favor of Aavantika Gas Limited, Indore (India), valid for 2 months in excess of bid validity period i.e. for 05 months in the prescribed format (Form F-4) of the bid document.

Bidders registered with NSIC/MSME, under its single point registration scheme are exempted from furnishing Tender Fees and Bid Security. NSIC / MSME certificate submitted shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.

7.0 BID DOCUMENT FEE (NON-REFUNDABLE & NON TRANSFERABLE): Nil.

8.0 BID ISSUE DATE : 10.05.2023

9.0 PRE BID MEETING : 16.05.2023 at 11:00 Hrs at AGL Office, Indore

10.0 BID DUE DATE & TIME : 29.05.2023 upto 16:00 Hrs at AGL Office, Indore

11.0 UN PRICED BID OPENING : 29.05.2023 at 16:30 Hrs at AGL Office, Indore

12.0 PRICED BID OPENING : Will be informed later

13.0 VALIDITY OF OFFER

The offer should remain valid for 3 months from the bid due date / extended due date of tender.

14.0 The Bid Document calls for offers on single point "Sole Bidder" basis. Bidders are advised not to submit offers in "Consortium" or "Joint Bid". Joint bid referred herein is an offer, which seeks order to be placed on more than one party / co-bidder.

15.0 The prices once quoted shall not be changed whether resulting or arising out of any subsequent technical / commercial clarifications sought regarding the bid and even if any deviation or exclusion may be specifically stated in the bid.

16.0 Bidder is advised to quote strictly as per scope & terms and conditions of bid document and not to stipulate any deviation / exceptions.

17.0 Purchaser reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason, whatsoever.

18.0 Bid document is non-transferable. Bids received from bidders in whose name Bid Document has been issued shall only be considered. Bidder must submit the Bid Document Fee in their name. Bid Document Fee will be submitted by Bidders as per Clause 7.0 above.

19.0 Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 5 months from the bid due date, must accompany the offer in the format made available in the Bid Document. Offer, if unaccompanied with Bid Security, shall be rejected.

20.0 Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax //Telegraphic/ E-Mail bids shall be rejected.

21.0 AGL shall not be responsible for cost incurred in preparation and delivery of bids.



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22.0 This is **ZERO DEVIATION** bid document. The bids shall be evaluated as received without any Reference to the bidder. The Bids not meeting the Technical of this Tender Document will be rejected.

23.0 AGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

24.0 **BID EVALUATION CRITERIA:**

TECHNICAL CRITERIA FOR SUPPLY OF MDPE FITTINGS:

- A. The Bidder shall be a regular Manufacturer / Authorized Supplier of MDPE fittings. Manufacturer must possess proven track record for Engineering & Manufacturing of MDPE fittings.
- B. The Bidder must have supplied MDPE fittings (any of the fitting as specified in SOR) through a single PO of value not less than ***Rs. 1.57 Lakh*** to any CGD company in India in any of the last five years reckoned from the bid due date. The supplied fittings should be for Natural Gas application only.
- C. In support of this, bidder has to submit copy of Purchase Order / Letter of Award / Letter of Acceptance (executed within last 5 years reckoned from the bid due date) and its completion certificate / Inspection Release Note / Satisfactory Performance Certificate issued by the Client. The Inspection Release Note (IRN) / Completion Certificate / Satisfactory Performance Certificate should have cross reference to the Purchase Order/Letter of Award. In absence of Completion Certificate / Satisfactory Performance Certificate, bidder has to provide copy of invoices raised to client against same Purchase Order along with bank statement during the period and payment advise from client, in case of difference in invoiced amount and the amount paid.
- D. In case the bidder is authorized supplier, the concerned supplier may submit the offer as "Bidder" subject to meeting the following criteria:
- i. The bidder shall furnish an authorization certificate from the manufacturer confirming the Bidders status as their sole authorized supplier along with a declaration giving reference to this tender that entire responsibility of quality, warranty and Guarantee lies on Manufacturer.
 - ii. One manufacturer can quote through only one sole authorized supplier and a sole authorized supplier shall offer product of only one manufacturer.
 - iii. The bid shall be liable for rejection in case of change of the proposed manufacturer after submission of bid.
 - iv. In case the bidder (Authorized Supplier) is not meeting the above mentioned clause no. B & C then bidder can furnish all the document in the name of Manufacturer against referred requirement in clause B&C.

25.0 **EVALUATION AND COMPARISON OF BIDS:**

25.1 Bids will be evaluated on overall lowest basis to arrive at the L1 vendor.

25.2 If total quoted amount of two or more L-1 ranked bidders are same, then L-1 bidders will have to submit the discounted percentage rate on their quoted price in sealed envelope. Upward variation in Quoted discount is not permissible and this fact will be indicated in the format to be issued after opening of priced bids. Sealed envelope of



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discounted percentage rate will be opened in presence of L-1 bidders and bidder with lowest quoted rate considering discount will be eligible for award of Contract.

- 25.3 In case where bidders offer same discount and happens to be L-1, then the bidder whose Net Worth is higher as per Last Audited Balance Sheet of FY 2019-20 will be given preference for issue of 100% work Order.

FINANCIAL LOADING CRITERIA FOR DELIVERY SCHEDULE:

- 1) In case bidder takes deviation in Delivery period specified in Tender document. The proposed deviation will be accepted subject to Financial loading on bidder's quoted rate as per the delayed delivery beyond Schedule delivery period, at the rate of 0.5% of the total quoted price per week or part thereof in line with Price Reduction Schedule.
- 2) The maximum permissible deviation to delivery period for procurement of items shall be Ten (10) weeks excluding scheduled delivery period of Four (04) weeks. In case deviation in delivery period considered by Bidder is more than Ten weeks beyond scheduled delivery period then their bid is liable for rejection.

The evaluated price of bidders shall include the following:

- i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).
- ii) Inland transportation charges upto Delivery location including unloading etc. & other costs incidental to delivery of goods.
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods and inland transportation [i.e. on sl. no. i) and ii) above].
- iv) Charges for Services (Installation & Commissioning) and GST (CGST & SGST/UTGST or IGST) on these Services.
- v) Other loading, if any, as specified in Tender Document.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST&SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST&SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their Priced bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid, if payable by AGL on Reverse Charge Mechanism basis.
- (iii) In case any registered bidder is submitting their bid, where Reverse Charge Mechanism is applicable and bidder had not quoted or left blank under GST% column in Priced Bid then applicable GST payable by AGL under Reverse Charge Mechanism shall be loaded in their bid for evaluation purpose.
- (iv) Where AGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of Tender document.
- (v) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (vi) Taxes and duties as prevailing as on final date of submission of Technical (Un-Priced Bids) shall be considered for purpose of evaluation.
- (vii) If Bidder leaves blank under GST% column in Priced Bid, then in that case GST% will be considered as Nil for evaluation purpose.

26.0 CONTRACT PERIOD:

Contract period will be valid for Two (02) Years from the date of award of Contract.

27.0 PRE-BID MEETING

The bidder(s) or his official representatives are invited to attend a pre-bid meeting which will take place on date specified in the tender document. Bidder(s) queries if any, must reach Purchaser's office at least two days prior to pre-bid meeting date.



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This Invitation for Bid (IFB) is an integral and inseparable part of the enclosed Bid Document.

Yours faithfully,

**For Aavantika Gas Limited
Contracts and Procurement Department**

Email- cp@aglonline.net

Enclosure: Bid Document along with all attachments

Note:

- Bidder has to submit all the documents required in the tender with serial number starting from the Covering Letter itself. An index also to be provided displaying the details of the documents submitted and the respective serial number also. Also the Bids should be properly spiral binded.
- Bidder has to submit seal and sign copy of Tender document printed both sides on paper.
- AGL reserve the right to verify the qualification documents submitted by bidder for fulfil the BEC criteria.
- Job(s) executed for bidder's own concern/company will not be considered for bidder's qualification



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Annexure -1 to IFB

CUT-OUT SLIPS

(ENCLOSED CUTOOUT SLIP TO BE PASTED ON ENVELOPES OF THE OFFER)



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CUT-OUT SLIP

(Outer Envelope / UN Priced BID / EMD)

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **TENDER NO. AGL/0427/T2/MDPE FITTINGS/05-2023**
WORK : ANNUAL RATE CONTRACT FOR SUPPLY OF MDPE
FITTINGS
DUE DATE & TIME : To,
C&P Department
Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park,
Vijay Nagar Square, AB Road, Indore-452010
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:

(To be pasted on the Outer and other envelopes containing Technical and Un Priced bids
along with "BID SECURITY/EMD")

Bidder Seal & Sign:



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**CUT-OUT SLIP
(PRICED BID)**

DO NOT OPEN - THIS IS A QUOTATION

CLIENT : AAVANTIKA GAS LIMITED, INDORE
PROJECT : CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. : **TENDER NO. AGL/0427/T2/MDPE FITTINGS/05-2023**
SCHEDULE –A : SUPPLY OF MDPE FITTINGS
WORK : ANNUAL RATE CONTRACT FOR SUPPLY OF MDPE FITTINGS

DUE DATE & TIME : To,
C&P Department
Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park, Vijay
Nagar Square, AB Road, Indore-452010
Telephone: +91 (731) 4222520

FROM

NAME:

ADDRESS:

(To be pasted on the Outer and other envelopes containing Priced bid)



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SECTION - II
INSTRUCTIONS TO BIDDERS



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A. Introduction

1 SCOPE

- 1.1 The Purchaser invites sealed bids for the entire work as specified in the Bid documents.
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Purchaser reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2 ELIGIBILITY OF BIDDERS.

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney/Authorization letter authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

3 ONE BID PER BIDDER

- 3.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.
- 3.2 Alternative bids are not acceptable.

4 COST OF BIDDING

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 5.1 Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.

6 SITE VISIT

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.



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- 6.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the Express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.

B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instruction To Bidder (ITB):

- 7.1.1 Invitation For Bid (IFB)
- 7.1.2 Instruction To Bidder (ITB)
- 7.1.3 Technical (PTS, Standard drawings)
- 7.1.4 Payment Terms
- 7.1.5 Special Conditions of Contract (SCC)
- 7.1.6 General Conditions of Contract (GCC)
- 7.1.7 Agreed Terms and Conditions
- 7.1.8 Forms and Formats
- 7.1.9 Schedule of Rates (SOR)
- 7.1.10 Packaging and Marking

- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

8 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the Bid Documents may notify Purchaser in writing or by fax at the address mentioned in the Invitation for Bid (IFB). Purchaser will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of Purchaser's response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective bidders who have received the Bid documents.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.
- 9.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-



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17 and shall be notified in writing by fax / post to all prospective bidders, who have received the Bid documents.

- 9.3 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.
- 9.4 In order to allow reasonable time to respond to bidders queries, bidders must submit their queries, if any, at least seven (07) days before the bid submission due date. Queries received after this period will not be considered.

C. PREPARATION FO BID DOCUMENT

10 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder 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.

11 DOCUMENTS COMPRISING THE BID

- 11.1 The bid prepared by the bidder shall comprise of the following components:

11.1.1 Envelope- I: Super - Scribing Techno-Commercial Un priced - Bid (PART-I).

Envelope - I Un-priced Bid and shall contain the following:

- A. Covering letter with bidder's offer number.
- B. Bidder's General Details / information as per format F-1.
- C. Bid Security (EMD) as per format F- 4. **(Bids received without EMD shall be rejected)**
- D. Copies of various documents as required as per F-2, F-3, F-5, F-8, F-10, F-11 and F-12.
- E. NO Deviation Confirmation as per F- 6 on bidder's letter head.
- G. **Copy of Un-Priced SOR marked "QUOTED" against the items quoted.**
- H. Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- I. Addendum / Corrigendum, if any, to the Tender.
- J. Power of Attorney/Authorization Letter authorizing the signatory of the bid.

Note:

- 1. **The bid offer shall consist of the above documents only.**
- 2. **Document submitted in addition to the above listed documents, shall not be considered as part of bid offer and shall not be taken into consideration for evaluation.**
- 3. **All pages of the bid offer to be signed and stamped by an authorized representative (as described in bid document) of the bidder.**



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11.1.2 Envelope II: Super - scribing “Price Bid – Not to be Opened with Un-Priced Bid”.

Envelope – II shall contain original Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page. In case of any correction, the bidders shall put his full signature and his stamp.

12 BID PRICES

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services / works it proposes to execute under the contract. 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 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 12.4 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.
- 12.5 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment's, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for 3 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can 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 14 in all respects.

14 BID SECURITY

- 14.1 Pursuant to IFB Clause No. 6, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7
- 14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favor of **Aavantika Gas Ltd**, payable at Indore or in the form of Bank Guarantee as per format F-4 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with ITB Clause 24 and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.



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- 14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-35.
- 14.7 The bid security may be forfeited:**
- 14.7.1 If a bidder withdraws his bid during the period of bid validity.
- 14.7.2 In the case of a successful bidder, if the bidder fails:
- i) To accept the Delivery Order in accordance with ITB Clause- 34 or
 - ii) To furnish Performance Guarantee in accordance with ITB Clause-35
 - iii) To accept correction of errors pursuant to ITB Clause- 26
- 14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the form at provided in the Bid Document.
- 15 FORMAT AND SIGNING OF BID**
- 15.1 The bidder shall prepare one original of the document comprising the bid as per clause 11 of ITB.
- 15.2 The bid shall be typed or written in indelible ink and shall be signed by the 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 any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.
- 16 ZERO DEVIATION**
- 16.1 Bidder to note that this is a **Zero Deviation Tender**. AGL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, Technical Specifications etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

D. SUBMISSION OF BIDS

17 SEALING AND MARKING OF BIDS

- 17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:
- Envelope - I – Techno-commercial / Un-priced bid
 - Envelope - II- Priced Bid "Not to be Opened with Un-Priced Bid"
- 17.2 Both envelopes containing EMD/MSME/NSIC & Bid Documents and Price Bids shall further be sealed in one Master (outer) envelope super- scribing Name of Project,



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Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.

- 17.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.
- 17.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.

18 DEADLINE FOR SUBMISSION OF BID

- 18.1 The Bid must be received by Purchaser (AGL) at the address as specified in IFB but not later than the time and date as specified in IFB.
- 18.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

19 LATE BIDS

- 19.1 Any bid received by the Purchaser after the deadline for submission of bid pursuant to clause no. 18 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Purchaser.

20 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid shall be modified after the deadline for submission of bid.
- 20.4 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 its bid security, pursuant to clause 14.7 of ITB.

E. BID OPENING AND EVALUATION



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21 BID OPENING

- 21.1 The Purchaser will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders' representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.
- 21.2 The Bidder's names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 29.
- 21.3 Bids (and modifications sent pursuant to ITB Clause 30) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder's specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 21.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

22 CLARIFICATION OF BID

- 22.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23 CONTACTING THE PURCHASER

- 23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

24 PRELIMINARY EXAMINATION OF BIDS

- 24.1 Techno-Commercial Bid Evaluation
- 24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.



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- 24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.
- 24.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:
- 24.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 24.1.5.2 Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

25 REJECTION CRITERIA

- 25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 25.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
- 25.2.1 Tender fee, Bid Security (EMD/MSME/NSIC) i.e. non-submission, shorter Value (EMD) or Bid Security (EMD) not complying with the specified requirements.
- 25.2.2 Submission of Contract Performance Bank Guarantee as per tender.
- 25.2.3 Period of validity of bid.
- 25.2.4 Firm & fixed Prices throughout execution of work
- 25.2.5 Offer for complete scope of work
- 25.2.6 Warranty and guarantee for work executed/ defect liability
- 25.2.7 Resolution of Dispute/ Arbitration clause.
- 25.2.8 Payment terms.
- 25.2.9 Validity of Contract.
- 25.2.10 Prices as per Schedule of Rates.
- 25.2.11 Price Reduction Schedule/Penalty provisions.

26 OPENING OF PRICE BID

- 26.1 The Bidder whose bid is found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance.



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26.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

27 ARITHMETIC CORRECTIONS

27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:

27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;

27.1.2 If there is a discrepancy between words and figures, the amount in words will prevail;

27.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS: Refer IFB section 25.0 of this Tender.

29 POST-QUALIFICATION

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.

29.2 The determination will take into account the Bidder's financial, technical, and production Capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

30 AWARD CRITERIA

30.1 Subject to ITB Clause 21 to 29 of section E, the Purchaser will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily. The Award of work shall be done in accordance with Clause No. 24 of IFB of this Document.

31 PURCHASER'S RIGHT TO VARY QUANTITIES

31.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates, without any change in unit price or other terms and conditions.

31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm, no price adjustment shall be allowed after bid submission.

32 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

32.1 Purchaser 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



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incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Purchaser's action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful bidder in writing by fax or e-mail to be confirmed in writing that his bid has been accepted.
- 33.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 33.3 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF PURCHASE / DELIVERY ORDER

- 34.1 Purchaser will issue the Purchase / Delivery Order to the successful bidder within 10 days of award of work. Bidder shall sign all pages and return the acceptance copy of the Purchase / Delivery Order to the Purchaser.

35 CONTRACT PERFORMANCE BANK GUARANTEE

- 35.1 Within Fifteen (15) days from the date of award of Contract, the successful bidder shall furnish the performance guarantee in accordance with Special Conditions of Contract & General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee shall be for an amount as defined in Special Conditions of Contract (SCC) & General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 03 months beyond the expiry of the contract, including the defect liability period.
- 35.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.
- 35.4 In case of non-compliances to Contract terms & conditions, Technical Specifications/ Requirements, poor quality of work, damages etc Owner may deduct the amount from any money due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or any other CONTRACT currently being executed or already completed by the CONTRACTOR or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

36 CORRUPT AND FRAUDULENT PRACTICES

- 36.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:
- i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and



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ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

36.2 Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;

36.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

37 INCOME TAX LIABILITY

37.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

38 EMPLOYEE PROVIDENT FUND (EPF) (As Applicable)

38.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

39 GENERAL

39.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Purchaser to exercise the same at any later date.

39.2 The work will be supervised by Purchaser's Engineer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

39.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

39.4 The contract period shall be reckoned from the date of issue of Purchase Order (PO).

39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.

40.0 BID PRICES & GST CLAUSES:

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

- A. Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B. GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (which will be payable on the finished goods, if this Contract is awarded).



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- C. Inland transportation upto Delivery Location and other costs incidental to delivery.
- D. The material is required to be delivered through a reliable bank approved Road Transport Company. Also, AGL reserves the right to transport the material with it's own transporter.
- E. Charges for incidental services and GST (CGST & SGST/UTGST or IGST) on these services as per the Price Schedule/ Schedule of Rates.
- F. It shall be the endeavor of the Purchaser to arrange transit insurance (refer bidding document for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- G. Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- H. The delivery basis of the goods is mentioned in bidding document. Other terms shall be interpreted as per INCOTERMS@2010 or its latest version.
- I. All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of GST (CGST & SGST/UTGST or IGST) on finished product & on the incidental services shall be indicated in the specific Format, as provided in ITB and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.
- J. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever.
- K. The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as stipulated in ITB.
- L. Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule

GST CLAUSE:

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

Any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.

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

2. In case of statutory variation(s) in the taxes & duties mentioned at clause no. 4.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within Two [02] months from the date of issue of such Government Notification otherwise such claim may not be entertained.
3. **New Taxes & Duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for



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proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

4. Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
5. Supplier shall ensure timely submission of correct invoice(s), as per GST rules/ regulations, with all required supporting document(s) within a period specified in Contract to enable AGL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
6. If input tax credit is not available to AGL for any reason not attributable to AGL, then AGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such GST (CGST & SGST/UTGST or IGST) together with all penalties and interest, if any, against any amounts paid or payable by AGL to the Supplier.
7. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of AGL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from AGL to the government exchequer, then, that Supplier shall be put under Holiday list of AGL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
8. AGL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.
9. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid, if payable by AGL under Reverse Charge Mechanism. Where AGL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
10. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by AGL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then AGL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) to such vendor and shall also be entitled to deduct / recover such GST (CGST & SGST/UTGST or IGST) along with all penalties / interest, if any, incurred by AGL.
11. **Anti-profiteering clause** - As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.
12. GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions.
13. The rate of GST as quoted in Priced Schedule shall be considered as the prevailing present applicable rates on the Bid due date and same shall be considered for price comparison as well as for ordering, in the event for such L-1 bidder, Work Order will be issued with actual applicable GST% limiting total Work Order Value within the total quoted value. Any error of judgment on part of the Bidder in identifying the present applicable rates shall not be admitted. The applicable rate of GST as indicated by the bidders in Priced Schedule shall be considered as the maximum payable in the event when no statutory variations take place and any remainder/balance GST, if payable, beyond that quoted rates shall be borne by the Bidder.

However, in the event of any statutory variations in the rate of GST, if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of GST shall take into account either the rates actually prevalent on the due date of submission of bid or the erroneous rates quoted by the Bidders whichever is beneficial to AGL. Consequently, any difference in GST if it becomes payable to the tax authorities shall be borne by the Bidder.



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Below example demonstrate issuing Work Order as per above clause:

Sr. No. (1)	Bidder Name (2)	Base Rate in Rs. (3)	GST% (4)	GST Amount Rs. (5) = (3x4)	Total Amount Including GST in Rs. (6) = (3+5)	Actual Applicable GST
Case – 1						
Rates quoted by Lowest bidder						
1.	XXXX	100	5%	5	Rs. 105	12%
In above Case Work Order will be awarded as;						
1.	XXXX	93.75	12%	11.25	Rs. 105	
Case – 2						
Rates quoted by Lowest bidder						
1.	XXXX	100	12%	12	Rs. 112	5%
In above Case Work Order will be awarded as;						
1.	XXXX	100	5%	5	Rs. 105	



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41.0 VENDOR EVALUATION PROCEDURE:

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

2.1 GENERAL

A system for evaluation of Vendors/Suppliers/Contractors/Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors /contractors /consultants need to be closely monitored to ensure timely receipt of supplies from a vendor, completion of an assignment by a consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of project and meeting the operation & maintenance requirement of Operating Plant / Location, it is necessary to monitor the execution of order or contract right from the award stage to completion stage and take corrective measures in time.

2.2 OBJECTIVE

The objective of evaluation of performance aims to recognize, and develop reliable Vendors/ Suppliers/ Contractors/ Consultant so that they consistently meet or exceed expectations and requirements.

The purpose of this is to put in place a system to monitor performance of Vendors/ Suppliers/ Contractors / Consultants associated with AGL in Project and O&M so as to ensure timely completion of various project, timely receipt of supplies including completion of works & services for operation and maintenance of Operating Plant / Location and quality standards in all respects.

2.3 METHODOLOGY

- i) Preparation of Performance Rating Data Sheet
Performance rating data sheet for each and every Vendor/Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs 07 Lakhs and above is recommended to be drawn up. Further, Performance rating data sheet for orders/contracts of Vendor/Supplier/Contractor/Consultant who are on watch list/holiday list/banning list shall be prepared irrespective of order/contract value. These data sheets are to be separately prepared for orders/contracts related to Projects and O&M within 30 days after execution of Order/Contract. Format, Parameters, Process, responsibility for preparation of Performance Rating Data sheet are separately mentioned.
In case of non-performance, these data sheets are to be prepared, as and when need arises.
- ii) Measurement of Performance
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/Supplier/Contractor/Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/Supplier/Contractor/Consultant. Response of Vendor/Supplier/Contractor/Consultant would be considered before deciding further course of action.
- iv) Implementation of Corrective Measures:



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Based on the response of Vendor/Supplier/Contractor/Consultant pertaining to ongoing or completed orders/contracts, concerned Authority as specified in PO/WO would take approval from Competent Authority and recommend for continuation or discontinuation of such party from the business of AGL.

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

Note: All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.

2.4 EXCLUSIONS:

The following would be excluded from the scope of evaluation of performance of Vendor/Supplier/Contractor/Consultant:

- i) Orders/Contracts below the value of Rs 07 Lakhs if Vendor/Supplier/Contractor/Consultant is not on watch list/holiday list/banning list.
- ii) Orders for Miscellaneous/Administrative items/Non stock Non valued items.

However, concerned Engineer-in-Charge/OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M due to non-performance of Vendor/Supplier/Contractor/Consultant in all such cases.

2.5 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/SUPPLIERS/CONTRACTOR/CONSULTANTS

2.5.1 FOR PROJECTS:

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of PROJECTS shall be done within 30 days of Commissioning of any Project / Completion of Contract.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format enclosed) for all Orders and Contracts excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sr. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern



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- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined by EIC. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

The methodology for processing of cases of "POOR" (as per Performance Rating) shall be as under:

- i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.*
- ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.*

The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.

Simultaneously AGL's SAP/Portal will be Yellow Flagged for such Vendor.

- iii) *For the case of "Subsequent Instances" in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:*

- (1) HOD (C&P)*
- (2) HOD (F&A)*
- (3) HOD (HSE-Q)*
- (4) HOD of Concerned department.*

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.

On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues bought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.

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

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

- 1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) **First Instance: Holiday (Red Card) for Two Years, and effect of Holiday will be as mentioned in Clause No. 2.7**
 - b) **Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**



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2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
 - b) **Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.**
 - c) **Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years**

(B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

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

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

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

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

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

A provision in AGL's SAP/Portal will be made for flagging **(Yellow card and Red card)** of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's intranet/web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

2.5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described above in 2.5.1 except the functions of Project Manager will be performed



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by concerned In-charges of user departments such as Project, Marketing, HR, Finance, HSE etc.

2.5.3 FOR OPERATION & MAINTENANCE:

- i) Evaluation of performance of Vendors/Suppliers/Contractors/Consultants in case of Operations and maintenance shall be done within 30 days of execution of order/contract or Completion of Contract.
- ii) After execution of orders/contracts a Performance Rating Data Sheet (Format enclosed) shall be prepared by respective Engineer-in-Charge excluding cases under Para 2.4.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge:

Sl. No.	Performance rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action
5	EXCELLENT	Appreciation Letter to the concern

- iv) Reply from the concerned Vendor/Supplier/Contractor/Consultant shall be examined. In case of satisfactory reply, Performance Rating data sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken based on recommendations of site level committee and HO level committee:

The methodology for processing of cases of "POOR" (as per Performance Rating) shall be as under:

- i) *Within 7 days of issuance of explanation Letter by EIC or no reply/receipt of non-satisfactory reply to explanation letter for "Poor" Performance Rating, site level committee will recommend the case to HO level committee.*
- ii) *On receipt of above details from Site level committee, HO level committee will take approval from Competent Authority and accordingly HOD (C&P) will issue Advisory notice (duly vetted by Law Department) to Vendor/Supplier/Contractor/Consultant for putting them on watch list for a Period of Three (03) Years.
The copy of Advisory notice will also be sent to all OICs/HoDs for instructing EICs to closely monitor the performance of such Vendor/Supplier/Contractor/Consultant in other ongoing/new Orders/Contracts placed on them.
Simultaneously AGL's SAP/Portal will be Yellow Flagged for such Vendor.*
- iii) *For the case of "Subsequent Instances" in other ongoing order (s)/ contract (s) or new order (s)/ contract (s) on such Vendor/Supplier/Contractor/Consultant, the matter will be deliberated by the site level committee and recommendations to be forwarded to C&P for further deliberation by a HO Level Committee consisting of following:*



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- (5) HOD (C&P)
- (6) HOD (F&A)
- (7) HOD (HSE-Q)
- (8) HOD of Concerned department.

All other subsequent process of committee recommendation for issuance of Show Cause Notice (SCN) cum suspension order, vetting of same etc will be as per vendor performance.

On receipt of reply to SCN, C&P will forward the same to concerned OIC/HoD at HO for point wise reply to issues brought out by Vendor/Supplier/Contractor/Consultant in their reply to show cause notice.

On receipt of recommendation from site committee through OIC/HoD at HO, the matter will once again be deliberated by the aforesaid HO level committee. All other subsequent process of committee recommendation for keeping the Vendor/Supplier/Contractor/Consultant on holiday or otherwise, vetting of speaking order, approval etc. will be as per vendor performance.

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
 - a) First Instance: Holiday (Red Card) for Two Years, **and effect of Holiday will be as mentioned in Clause No. 2.7**
 - b) Subsequent instance (s) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/Consultant shall be put on watch list for a period of Three (03) Years.
 - b) Second such instance in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (red Card) for a period of One Year.
 - c) Subsequent instances (more than two) in other ongoing order (s) / contract (s) or new order (s) / contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for Three Years

(B) Where Poor/Non-Performance leading to termination of contract or offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under relevant Contract Clauses)

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

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated/offloaded. Moreover, it will be



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insured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

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

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

A provision in AGL Portal will be made for flagging (**Yellow card and Red card**) of such Vendor/Supplier/Contractor/Consultant so as to track their performance. List of such Vendor/Supplier/Contractor/Consultant shall also be uploaded on the AGL's web site.

Further, the bidder status regarding Yellow card should be mentioned in the **TCR/Proposal for Price Bid Opening** so that delivery/execution may be closely monitored by the concerned.

2.6 REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY

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

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

2.7 EFFECT OF HOLIDAY

- A) If a Vendor/Supplier/Contractor/Consultant is put on Holiday, such Vendor/Supplier/Contractor/Consultant should not be considered in ongoing tenders/future tenders.
- B) However, if such Vendor/Supplier/Contractor/Consultant is already executing any other order/contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and condition of the contract.
- C) Effect on other ongoing tendering:
 - i) After issue of the enquiry/bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
 - ii) After opening of the Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.



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iii) After opening of Price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L-1), then such tender shall also be cancelled and re-invited.

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

Any Bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

2.10 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY

- a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- d) "Appellate Authority" shall mean Committee of nominee director of either GAIL or HPCL other than Chairman of the AGL Board and Executive management i.e. Managing Director and Director (Commercial) of Aavantika Gas Limited.

2.11 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, AGL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on watch List (Yellow card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of Sl. No. 2 of Para (A) of Clause no. 2.5.1 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

2.12 In case GST department or any other Statutory department brings to the notice of AGL that a party has not paid to the credit of the Government the GST or any



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Statutory payment collected from AGL, then party will be put on holiday for a period of Six months after following the due procedure, including holding his payment.

- 2.13** All departments other than Projects like O&M, HSE, HR, F&A, Marketing etc. will be covered under definition of O&M.
- 2.14** Further, **PERFORMANCE RATING DATA SHEET** (FOR PROJECTS/CONSULTANCY JOBS/O&M) is enclosed for reference for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Consultants.
- 2.15** Site level committee of Three members shall be formed for location other than Indore (HO), comprising of OIC of the location and available senior most members at the location of User and HSE-Q department.
Site level committee of Two members shall be formed for Indore location, comprising of available senior most members of User and HSE-Q department below HOD level.
- 2.16** As per the recommendations received from Site level Committee and HO level Committee, Head of the C&P department has to take Approval from Competent Authority prior issuing any letter to vendor regarding putting a vendor on a Watch list or Holiday list.
However, Show Cause/Explanation notices for putting vendors on Watch list or Holiday list may be issued by HOD of user department or HOD (C&P).

AAVANTIKA GAS LIMITED
PERFORMANCE RATING DATA SHEET

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

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

Note:
Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

Sl. No.	Range (Marks)	Rating



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1.	60 & below	POOR
2.	61 - 70	FAIR
3.	71 - 80	GOOD
4.	81 - 90	VERY GOOD
5.	MORE THAN 90	EXCELLENT

Signature of Authorized signatory with Name & Designation

INSTRUCTIONS FOR ALLOCATION OF MARKS

Marks are to be allocated as under:

i. DELIVERY/COMPLETION PERFORMANCE: 40 MARKS

Delivery Period / completion Schedule		Delay in Weeks	Marks
a)	Up to 3 months	Before CDD	40
		Delay up to 3 weeks	35
		Delay up to 6 weeks	30
		Delay up to 9 weeks	25
		Delay up to 12 weeks	20
		Delay up to 15 weeks	15
		More than 15 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

ii. QUALITY PERFORMANCE 40 MARKS

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



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

iii. RELIABILITY PERFORMANCE FOR WORKS / CONTRACTS **20 MARKS**

i) Submission of order acceptance, agreement, PBG, 4 marks

	Drawings and other documents within time	
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks

FOR SUPPLIES

i)	Submission of order acceptance, PBG , Drawing and other documents within time	5 marks
ii)	Attending complaints and requests for after Sales service/warranty repairs and/or query/advice (up to the evaluation period)	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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SECTION III
TECHNICAL SPECIFICATION



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ANNEXURE 1

Bidder's Seal & Sign:



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1. SUBJECT AND AREA OF APPLICATION

This specification has been established to define the requirements that must be met by injected moulded polyethylene accessories (PE) destined for the construction or the maintenance of underground networks for natural gas distribution where the maximum operating pressure (MOP) is equal to 6 bars.

It also defines some of the more general characteristics of materials used for accessory manufacturing and includes the appropriate classification model.

The specification also includes testing method parameters for the material in question.

All accessories included in these specifications are listed as follows:

- Electrofusion welded accessories
- Electrofusion welded saddles
- Accessories equipped with insertion connection for end to end welding and assembly using electrofusion-welded sleeve coupling.

This specification is limited to accessories with a nominal diameter of 225 mm and a working temperature between 0°C and +50°C.

PE and steel accessories with a tapered section and front section connections are not included in these specifications.

REFERENCE STANDARDS AND SPECIFICATIONS

EN 682 Air-tight rubber seals - specification for air-tight seal materials for gas and hydrocarbon fluid transfer piping

EN 1555-1 Plastic piping systems for combustible gas distribution. Polyethylene (PE). Part 1. General information



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- EN 1555-3 Plastic piping systems for combustible gas distribution. Polyethylene (PE). Part 3. Accessories
- EN 1555-7 Plastic piping systems for combustible gas distribution. Polyethylene (PE). Part 7. Conformity evaluation.
- ISO DIS 11413 Preparation of test assemblies between a polyethylene (PE) pipe and an electrofusion fitting.
- ISO DIS 11414 Preparation of test assemblies between a pipe/pipe or pipe/fitting polyethylene (PE) by butt fusion
- ISO DIS 12093 Format for a technical brochure for electrofusion joint characteristics.
- ISO TR 13950 Electrofusion identification methods
- CEI 60335-1 Safety standards for household appliances and similar equipment.
- CEI 364 Electrical installations on buildings (including building sites and other temporary installations)
- CEI 449 Voltage domains for building electrical installations.
- ISO 14885 Polyethylene pipes for the supply of Gaseous Fuels-Specifications.
- 11-0269-02-07-02-001 to 11-0269-02-07-02-003
AGL technical specification: polyethylene piping for underground networks for natural gas distribution
- 11-0269-02-07-02-005 AGL technical specification: raw materials for manufacturing piping and accessories for underground networks for natural gas distribution.
- 11-0269-02-07-02-006 AGL specification sheets: program execution. Polyethylene pipe laying.

3. DEFINITIONS

3.1. ELECTROFUSION ACCESSORY

Bidder's Seal & Sign:



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This term covers all injected moulded polyethylene accessories equipped with a heated element designed to transform electrical energy into heat to create self-welding.

In certain exceptional cases, an accessory can present one or more smooth ends. In this case the accessory will provide for the requirements of each connection end as regards shape, measurement, and technical characteristics.

3.2. ELECTROFUSION SADDLE

This term covers a saddle shaped injection moulded PE accessory that is equipped with one or several heating elements that convert electrical energy into heat. The released heat provides a fusion surface sufficiently large to ensure correct saddle-pipe assembly.

Electrofusion saddles can be subdivided into two categories:

Wrap around Electrofusion saddle whose upper shell is brought against the pipe during welding using a fastening stirrup located on the lower part of the accessory to guarantee that the welding pressure is sufficient. Generally the stirrup is left in place after welding.

Top load Electrofusion saddle where the welding pressure is obtained by pressing down on the saddle head using a fixing system (clamp) that is removed after welding is completed.

There are four different saddle types:

Support This is an accessory designed for joining branch pipes and is equipped with a drill bit made to pierce the wall of the pipe; this bit remains in the saddle body after installation.

Branch piping This accessory is designed for joining branch piping where an saddle additional bit is necessary to pierce the wall of the main pipe next to the branch.

Ballooning This accessory provides the positioning of a sealing (or blocking) saddle balloon and that can be filled again after work completion.

Repair saddle This accessory will seal/block any leaks on the pipe or will reinforce piping in the case of localised deterioration.

According to their leakage flow, the supports are divided into two model categories:

Model-1 Supports whose maximum immediate leak flow is practically zero at 5 bar pressure in the piping.

Model-2 Supports whose maximum immediate external leak flow never exceed 200 litres an hour at 5 bar pressure in the piping.



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3.3 END TO END WELDING ACCESSORIES

This term describes injection moulded polyethylene accessories with smooth ends but not equipped with integrated heating elements. These are connected to the network by end-to-end welding using electrofusion sleeves.

In certain exceptional cases, an accessory can also present one or more electrofusion ends. In this case the accessory will provide for the requirements of each connection end in shape, measurement, and technical characteristics.

3. GENERAL SPECIFICATIONS

This specification is based on the series of EN 1555 standards, which standardise all the gas distribution network plastic piping systems.

The accessories described in this document comply with all prescriptions included in EN standard 1555-3, as well as all complementary requirements and/or options described in these AGL specifications.

The accessories are destined for use in gas distribution networks in piping in compliance with AGL specification 11-0269-02-07-02-001 to 11-0269-02-07-02-003

The pipes are laid and welded as described in our specification sheet for pipe laying 11-0269-02-07-02-006

5.0 MATERIALS

5.1. GENERAL INFORMATION

The materials used for the manufacturing of the accessories must conform to the requirements demanded for components used in gas fuel distribution networks.

The accessory material that is in contact with the PE piping must not be composed of any material that will provoke a reduction in pipe performance, nor must it provoke cracking under stress.

All equipment shall be marked with inscription/description and specification in English language

5.2. RAW MATERIAL SPECIFICATIONS

The raw material PE, used for accessory production, shall be in compliance with all prescriptions in EN 1555-1 standards. It must be approved according to the prescriptions in AGL specification 11-0269-02-07-02-005



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The raw material shall be class PE100.

The following are strictly forbidden:

- use of recycled raw materials
- mixing of different raw materials
- The addition of supplementary additives to the raw material.

5.3. SPECIFICATIONS FOR COMPONENTS MADE OF MATERIALS OTHER THAN POLYETHYLENE

5.3.1. Metal parts

All metal parts subject to corrosion must be protected in an adequate manner

Metal parts must conform to prescribed standards of that particular material for gas distribution, for quality levels, size/gauge and measurements.

Cast iron, aluminium and its alloys are not authorised for use.

5.3.2. Elastomers

Elastomer air and watertight seals, like all other elements manufactured in this material, must comply with the prescriptions of EN 682 standards.

5.3.3. Other materials

All other materials used are in compliance with the prescriptions described in paragraph 5.1. The accessories included in the paragraph comply with the requirements of this specification and are adapted for all general use for natural gas distribution.

6. GENERAL ACCESSORY CHARACTERISTICS

6.1.1 TECHNICAL INFORMATION

The manufacturer must supply a technical information dossier composed and including the same material and presented in the same manner, in compliance with the prescriptions of the ISO DIS standard I2O93.

This dossier must mention all of the following information for each accessory:

- PE raw material used
- Measurements and tolerances
- Domain of application (temperature and pressure limits, SDR and ovalisation)
- Assembly instructions
- Welding instructions (welding parameters and limits)

Bidder's Seal & Sign:



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- Test results attesting to the accessory conformity standard: c.f. EN standard 1555-3 for test descriptions.

For electrofusion accessories, the manufacturer must also supply the SDR series for the pipes, which will be used together with their accessory, according to their thickness.

In addition, for the saddles:

- The attaching method (tools necessary and/or lower shell)
- saddle category (refer to 3.2)
- Maximum saddle height (H in figure 2)
- the height of the branch pipe for supports (h in figure 2)

For all smooth ended accessories, the manufacturer must also supply the SDR series of connections; the accessory must be guaranteed for use on piping of the same class.

In the case of welding parameter modification, size or raw material changes, the manufacturer must include a new technical dossier providing proof that the accessory in question is still compliant with the specification prescriptions.

Testing assemblies will take into consideration manufacturing tolerance, assembly tolerance and the variations in environmental temperature corresponding with the conditions where the accessories will be in use. The manufacturer must observe all methods recommended for polyethylene accessory installation as shown in the AGL specifications.

The accessories will be tested exclusively using piping in compliance with AGL specifications concerning PE piping (11-0269-02-07-02-001 to 11-0269-02-07-02-003).

The assembly of piping and accessories manufactured and used in the tests must be in compliance with the manufacturer's technical instructions and the limits of use conditions. When the test assemblies are carried out, the manufacturing and assembly tolerances must be taken into consideration. Samples destined for assembly testing with electrofusion accessories must be prepared according to standard ISO DIS 11413. End- to-end welded samples must be prepared according to standard ISO DIS 11414.

6.2. APPEARANCE AND FINISH

The internal and external surfaces of the accessories must be smooth, clean and free of all scratching, pitting and other surface faults that can possibly reduce accessory and assembly performance.

No element of any accessory must show any signs of damage: scratching, scraping, piercing, blisters, bloating, denting, holes, cracks or other faults that can reduce required performance.

It must be possible to place the accessory on the pipe or on another accessory without moving the electric winding or the air/water tight seals etc. and this must respect the tolerance permitted for piping and accessories.

6.3. COLOUR

All accessories will be black. If agreed previously, they can also be coloured yellow or orange.



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6.4. JOIN APPEARANCE

After welding, when examined visually without a magnifying glass, the internal and external surfaces of the pipes and accessories must appear free of welding exudation outside the accessory limits (unless identified by the accessory manufacturer as normal, or carried out deliberately as a welding test, but on condition that there is no wiring position change inside the electrofusion accessories that could provoke a short-circuit). Internal surfaces of all adjacent piping must remain identical to the previous condition before welding.

6.4. ELECTROFUSION ACCESSORY ELECTRICAL CHARACTERISTICS

6.5.1. General information

The accessories include an electrical system as described in the standards CENELEC 60335-1, CEI 364 and CEI 449.

This system is equipped with an appropriate electrical protection for the voltage and intensity of the current in use, and adapted to the characteristics of the electrical supply line.

For voltage over 24 V, protection is essential against direct contact with the active parts (conductors on line). The type of protection in question depends on the local site conditions.

6.5.2. Classification

Electrofusion accessories are divided into three classes according to the voltage and/or current characteristics.

Class A Electrical supply based on voltage set between 8V and 42 V

Class B Electrical supply based on voltage set between 42 V and 220 V

Class C Electrical supply based on power supply settings.

All supplies, unless otherwise stipulated in the order, concern Class A accessories.

The power required for electrofusion accessory welding must not exceed 3kW during welding operations.

Unless stipulated otherwise in the order, only 'wrap-around' saddles can be supplied (refer to par. 3.2.)

Unless otherwise agreed between AGL and the supplier, all electrofusion accessories must be "single wire" type.

6.5.3. Connectors

Electrical connectors installed on electrofusion accessories must comply with the diagram included in Annex 1 with these specifications, also including constant current supply where this is the case. The state of the connector terminal surface must offer the minimum possible contact resistance during voltage cable joining.



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6.5.4. Protection against overheating

Electrofusion accessories that can only be welded once are equipped with a lock system which prevents re-welding.

Electrofusion accessories that cannot be re-welded immediately after initial welding are equipped with an incorporated security system in their welding program: that is they cannot weld while the wire is still hot.

If the welding program does not possess this lock system, the electrofusion accessory must absolutely be protected against a second or several welding cycles whatever the temperature of the winding wire.

6.6. SUPPORT DRILLING EQUIPMENT

The support drilling equipment has been designed so that during drilling the maximum immediate leak flow will never exceed 200 litres per hour at 5 bar pressure, in the main pipe. According to this flow rate, the supports are divided into two categories:- models 1 and 2 (refer to par. 3.2.) The required model will be specified when ordered.

The bell drill is equipped with a maneuvering opening for the insertion of a 17 mm hexagonal spanner. The bell drill path is limited at the top and bottom by a limit block.

The drill mechanism is designed so that no additional tools (except the hexagonal spanner described above) are necessary for carrying out drilling operations.

6.5.5. BRANCHING SUPPORT AND SADDLE LOAD LOSS UNDER LOW PRESSURE

The maximum load loss measured with natural gas at an inlet pressure of 20 mbar must not exceed the values listed below.

Flow m ³ /hr	Saddle Type	Maximum load loss, Mbar
10	32x20	1.0
10	63x20	1.0
10	63x32	1.0

6.8. ELECTROFUSION SLEEVE BLOCK

All electrofusion sleeves are equipped with an immovable block in the centre of the sleeve.

7. GEOMETRICAL CHARACTERISTICS

7.1. SIZE OF ELECTROFUSION SLEEVES

The sizes of the electrofusion accessory sleeves and their tolerance limits are described in chapter "Geometrical characteristics" of EN standard 1555-3.

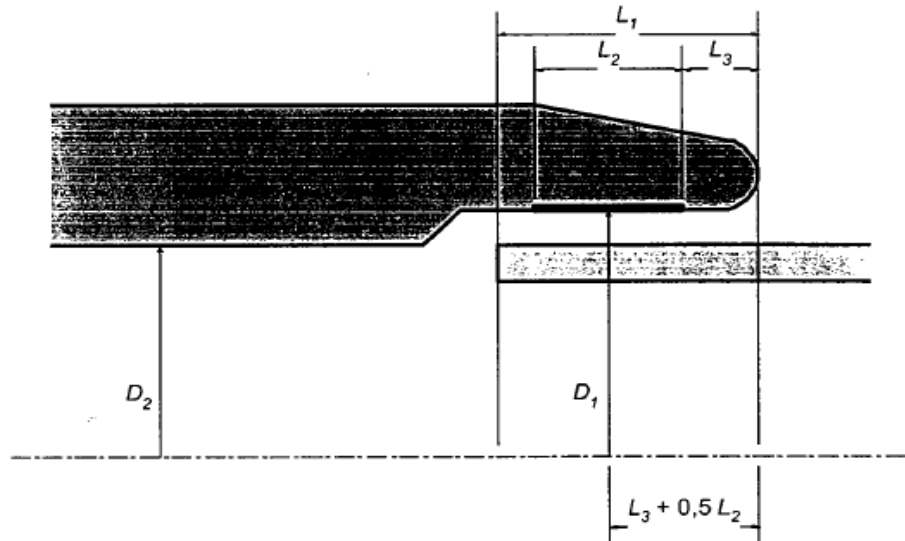
They are controlled according to the method described in the specification standard. Any possible sealing



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plugs are removed from the sleeve 4 hours before the size control check. Measurements are controlled without the plugs inserted.

The main symbols are shown in the figure 1 below:



- D1 The “average internal diameter in the welding zone” — that is: the average internal diameter measured in a parallel plane to the opening plane, at a distance of $L_3 + L_2/2$ of the latter.
- D2 “Minimum drilling/boring” — that is the minimum diameter of the draining canal through the body of the accessory.
- L1 “penetration depth” of the pipe or the inserted (male) end of the accessory
- L2 “Nominal length of the welding zone” that corresponds with the length subject to heating.
- L3 “Nominal non-heated entry/inlet length of the sleeve”. This refers to the distance between the tip of the accessory and the beginning of the welding zone.

7.2. ELECTROFUSION SADDLE MEASUREMENTS

The measurements of the electrofusion saddles and their tolerance limits are described in EN standard 1555-3.

They are controlled according to the method described in the specification standard. Any possible sealing plugs are removed from the sleeve 4 hours before the size control check. Measurements are controlled without the plugs inserted.

The main symbols are shown in the figure 2 below:

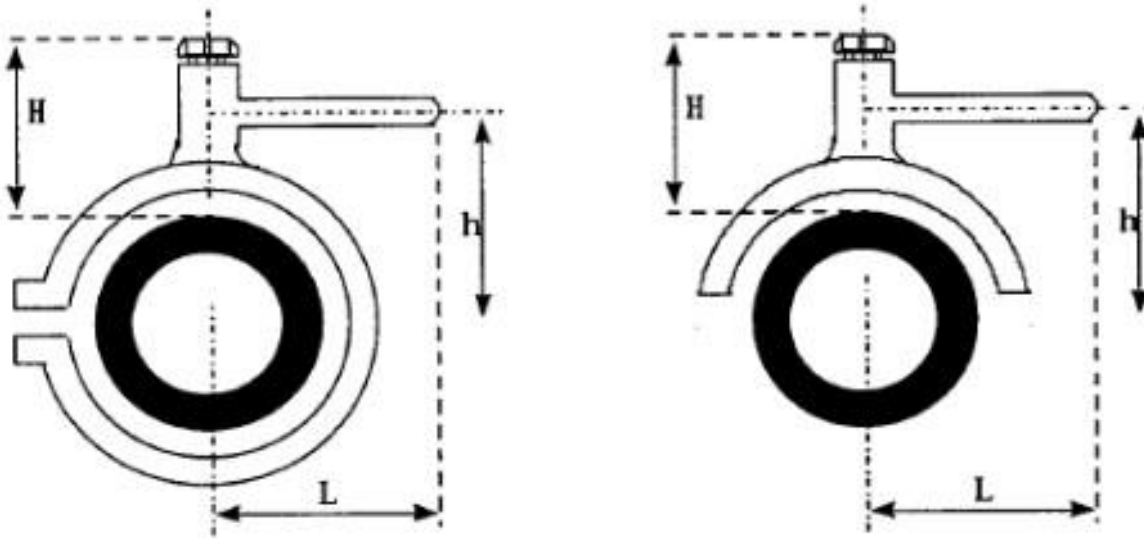


FIG.2

- H The “height of the saddle” — that is the distance between the upper generator of the main pipe and the top of the branch pipe saddle
- h The “height of the branch pipe” — that is the distance between the axis of the main pipe and the axis of the branch pipe
- L The “width of the branch pipe saddle” — that is the distance between the axis of the pipe and the surface plane of the branch pipe opening

7.3. MEASUREMENTS OF ACCESSORY ENDS TO BE WELDED

The measurements of the ends and their tolerance limits are described in EN standard 1555-3.

They are controlled according to the method described in these specification standards. Any possible sealing plugs are removed from the sleeve 4 hours before the size control check. Measurements are controlled without the plugs inserted.

The measurements and main symbols used in this specification are shown in the figure 3 below:



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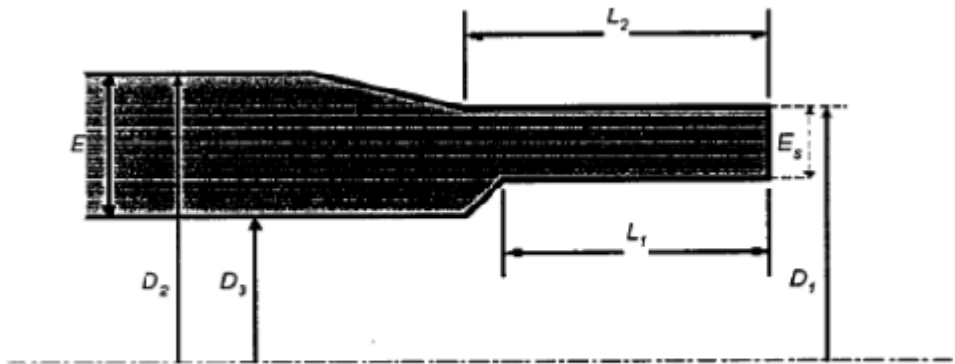


FIG.3

- D1 The “average external diameter of the end to be welded measured on any plane parallel to the inlet/entry plane at a distance where this plane does not exceed L_2 (tubular section).
- D2 The “average external diameter of the body” of the tip of the accessory.
- D3 ‘Minimum drilling/boring’ — that is the minimum diameter of the passage through the body of the accessory. Measuring of the diameter must not include any ribbing due to welding.
- E “Thickness of the accessory body wall” — that is: the thickness measured at any point of the accessory wall.
- Es “Thickness of the end to be welded” measured at any point but where the distance does not exceed L_1 (length that can be cut) compared to the inlet! entry plane, must be equal to the thickness of the nominal pipe wall.
- L1 The “cuttable section” of the end to be welded — that is the initial depth of the tip of the insertion section, necessary for end-to-end welding or for starting an end-to- end weld again.
- L2 The “tubular section” of the end to be welded — that is the initial length of this section. This tubular section permits the following in all types of combination:
- Use of the clamp stirrups, as is essential for end-to-end welding, or for electrofusion.
 - Assembly using electrofusion sleeves.

8. ACCESSORY MECHANICAL CHARACTERISTICS



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All accessories must obey the requirements and tests described in the chapter concerning the mechanical characteristics of EN standard 1555-3. They must also comply with the hydrostatic test conditions described in the same standard.

They must be controlled as described in the same standard.

9. PHYSICAL CHARACTERISTICS

All accessories must obey the requirements and tests described in the chapter concerning the mechanical characteristics of EN standard 1555-3

They must be controlled as described in the same standard

10. PRODUCT APPROVAL

The product will be approved by the Owner/ owner representative if all results of the tests, controls and checking prescribed by this specification are satisfying.

The manufacturer will provide a complete approval dossier including all the product characteristics specified in 6.1. (technical dossier) and the results of tests prescribed in these specifications. The number of tests run on the product must comply with EN standard 1555-7. The results of these tests described in the approval dossier must be confirmed by the Owner/ owner representative authorized laboratory. Hydraulic testing must be continued until the rupture of at least two test samples for each set of tests. (max. 2000 hours).

All changes made to the approved product must be communicated to the Owner, and this entails further control checks for approval.

Any requirement not observed or test missing from this specification will result in the withdrawal of the product approval and can even result on annulment of contract.

11 MARKING

11.1. ACCESSORY MARKING

11.1.1. Identification marking will be made directly on the accessory. The system used to make the product must not provoke cracking or other faults. All marking must be permanently legible for the product life under standard stocking conditions, exposure to external weather conditions, treatment, installation, and use.

11.1.2. Where the products are printed, the colour of the printed identification mark must be different from that of the basic product colour.

11.1.3. Marking quality and size must be of a standard that can be read with the naked eye without magnification.

No marking must be printed on the minimum length of the insertion section of accessories.

11.1.4. Each accessory must be marked with at least the obligatory details required by EN standard 1555-3.

The marking must be printed on the accessory itself or on a label as shown in the standard described



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above.

The SDR pipe range that are to be fitted with these accessories must be clearly marked on the fitting. Details must include: each SDR value, or the upper and lower value of the permitted SDR range.

11.2. COMPLEMENTARY INFORMATION

All complementary information on welding conditions (welding time and cooling time) can also be described on a label affixed to the accessory or delivered with the accessory.

12 PACKAGING AND DELIVERY

Normally all accessories are packed separately in plastic sheeting and/or cardboard boxes.

Sometimes they can be loosely packed together where there is no danger of damage or deterioration or loss of loose parts.

All boxes and plastic sheeting must be marked with at least one label showing the manufacturer's name, the product type, part measurements, and number of single parts contained in the box or bag, plus all details necessary for stocking and stock expiry dates.

All electrofusion accessories must be printed with a bar code and an individual magnetic card. The magnetic card contains the welding parameters that have been encoded in the magnetic track, as well as the bar code printed on the card. Coding must be carried out according to prescriptions included in ISO TR 13950 standards.

With regard to stocking guarantee, accessories must correspond with the prescriptions of the local laws & regulations if any. If the guarantee period decided by the manufacturer is shorter than that in these documents, the Owner/ owner representative must be informed in writing at the time of the offer.

13 QUALITY CONTROL

13.1. GENERAL RULINGS

13.1.1. Manufacturer's responsibility

The manufacturer is entirely responsible for the quality of the PE accessories manufactured by his firm. All control checks prescribed above do not relieve him of this responsibility.

To ensure that all PE accessories are in compliance with the specification in all aspects, they must be controlled by the plant control service, which must be independent from the manufacturing department. All PE accessories supplied are guaranteed for a one-year period after application for use, that is a maximum of three years after the date of production.

13.1.2. Quality assurance

The manufacturer must have some form of quality control to ensure that products comply with EN standards 29001 or 29002. The quality assurance manual must be made available to the Owner/ owner



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representative Control Service or an external Control laboratory appointed by him.
The system of quality assurance must be certified by an authorized body.

13.2. CONTROLS -

13.2.1. Control testing by the manufacturer

13.2.1.1. By material batch.

The manufacturer demands a certificate from the raw material manufacturer including the following:

- Fluid index
- Water content
- Volume mass
- Carbon black or yellow stabilizing agent content
- Carbon black or yellow stabilizing agent quality
- OIT value (thermal stability)

13.2.1.2. By accessory batch

The manufacturer must run control checks as follows:

- Appearance / colour
- Measurements
- Hydraulic testing
- Electrical resistance
- Printing/markings.

Control checks and the number of tests must be carried out according to the prescriptions of the EN standard 1555-3

Also refer to table No. 8, paragraph 4.2.3. "Lot release tests" of EN standard 1555-7.

The results must be written out in documents that contain the complete identification of the accessory batch.

These documents must be made immediately available for the Owner representative.

13.2.2. Plant Reception by the Owner Control Service representative.

13.2.2.1. General information

All quality controls must be run in the presence of the Owner Control Service representative.

All tests and control checks must comply with appropriate standard prescriptions and with the specific specifications established with the order.

At each visit by the Owner representative, the manufacturer must provide, free of charge, all means and personnel necessary for running the established control checks.

While the order is under production, the Owner representative must have access to stocking installations



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of all raw materials before manufacturing, manufacturing and control installations, as well as the accessory stocking areas for any control checks he is responsible for.

During his visits, the Owner representative will receive a certificate as soon as he reaches the plant for each batch of accessories presented for reception.

Each time this is requested by the Owner representative, the manufacturer must provide recent reports of all control checks and measuring instrument results and testing results.

13.2.2.2. Convocation for reception

Convocation instructions for reception is to be defined with the order.

13.2.2.3. Reception control checks

For each accessory batch or any fractions of the batch, minimal batch sampling is established in annexed enclosure 3. These control checks and tests are to be run according to the prescriptions of EN standard 1555-3.

13.2. ACCEPTANCE OR REFUSAL

13.3.1. Appearance, measurements and marking

Any requirements not supplied will lead to the refusal of the complete batch. However in the case where a batch is refused, it can be presented for approval again after a control check, on agreement with the Owner/Owner representatives Control Service.

13.3.2. Control check on characteristics

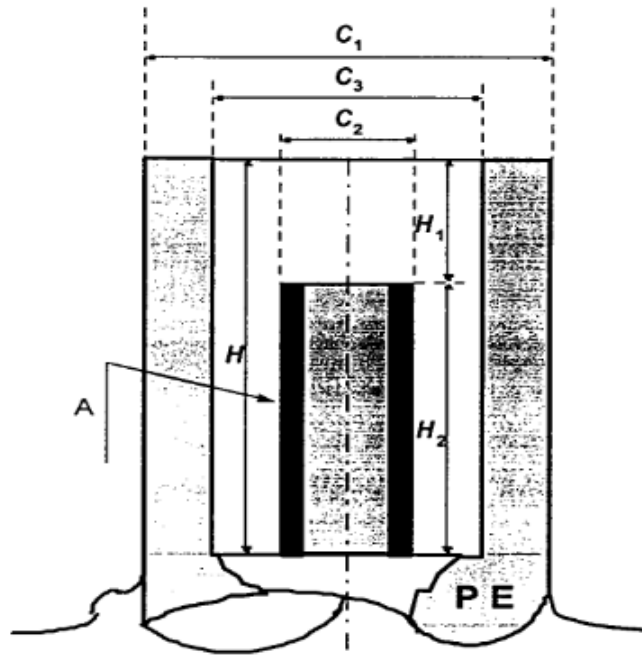
All results that do not comply with the specification prescriptions and the particular specifications requested with the order, demand counter-testing on at least double the number of the samples previously tested. If the undesirable result is confirmed, then the batch is refused permanently. If the result is positive, then the batch will be accepted.

As a complementary control check, other analyses and/or tests can be run after common agreement and at the manufacturer's cost.



ANNEXURE - 1

CONNECTOR FOR ELECTROFUSION ACCESSORIES



Symbols

C1	External diameter of connector	$C1 \geq 11.8$ mm
C2	Diameter of active part of connector	$C2 = 4.0 \pm 0.03$ mm
C3	Internal diameter of connector	$C3 = 9.5 \pm 1.0$ mm
C4	Max. Diameter of active part foot	$C4 \geq 6.0$
H	Connector internal depth	$H > 12.0$ $H > H1 + H2$
H1	Distance between upper part of connector and active part	$H1 = 3.2 \pm 0.5$
H2	Height of active part	$H2 \geq 7.0$ mm
A	Active zone.	



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RECEPTION AT MANUFACTURER'S PLANT

Characteristics	Reference EN 1555-3	Minimum drill tests / frequency	N° of samples	N° of measured samples
Appearance /colour	5.2 /5.3	1 x /size/product type / internal space	10	1
Measurements	6	1 x /size/product type / internal space	10	1
Thermal stability (OIT)	8.2	1 x batch	1	1
Meltmass flow rate (MFR)	8.2	1 x batch	1	1
Electrical resistance	5.6	1x/size/product type/internal space	5	1
Cohesion resistance	7.2	1x/size/product type	2	1
End-to-end seam resistance to traction (cohesion resistance)	7.2	1x/size/product type	2	1
Shock resistance	7.2	1x/size/product type	1	1
Load loss	7.2	1x/size/product type	1	1
Marking	10.2	1x/size/product type	1	1

Bidder's Seal & Sign:



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POLYETHYLENE COMPOUNDS FOR MANUFACTURE OF FITTINGS FOR UNDERGROUND NETWORKS FOR NATURAL GAS DISTRIBUTION ACCEPTANCE PROCEDURE

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 - 3.2. MINIMUM REQUIRED STRENGTH (MRS 10)
 - 3.3. PE 100
 - 3.4. BATCH OF COMPOUND
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1 SUBJECT

This specification describes the procedure to be followed for acceptance of a polyethylene (PE) compound for manufacture of natural gas underground distribution systems.

This specification also gives the minimum requirements which have to be met by PE compounds for manufacture of pipes, fittings and valves and for the construction of underground distribution systems for natural gas.

The compounds that meet this specification must at the minimum be PE 100. The color shall be orange in accordance with the local requirements.

1. REFERENCES: STANDARDS AND SPECIFICATIONS

This section contains the list of standards and specifications referred to in this specification.

EN 728: 1997	Plastics piping and ducting systems - Polyolefin pipes and fittings - Determination of oxidation induction time.
prEN 1555-1	Plastics piping systems for the supply of gaseous fuels - Polyethylene (PE) - Part 1: General
prEN 1555-7	Plastics piping systems for the supply of gaseous fuels - Polyethylene (PE) - Part 7: Assessment of conformity.
prEN 12099	Plastics piping systems - Polyethylene piping materials and components - Determination of volatile content.
prEN 12118 conformity.	Plastics piping systems - Determination of moisture content in plastics by conformity.
EN ISO 12162: 1995	Thermoplastics materials for pipes and fittings for pressure applications - Classification and designation - Overall service (design) coefficient.



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EN ISO 13478: 1997	Thermoplastics pipes for the conveyance of fluids - Determination of resistance to rapid crack propagation (RCP) - Full-scale test (FST).
EN ISO 13479: 1997	Thermoplastics pipes for the conveyance of fluids - Determination of resistance to crack propagation (RCP) - Test method for slow crack growth on notched pipes (notch test).
EN 45001: 1990	General criteria for the operation of testing laboratories.
ISO 1133: 1997	Determination of the melt mass-flow rate (MFR) and the melt volume-flow rate (MVR) of thermoplastics.
ISO 6964: 1996	Polyolefin pipes and fittings - Determination of carbon black content by calcination and pyrolysis Test method and basic specification.
ISO/DIS 9080	Plastics piping and ducting systems-Determination of the long-term hydrostatic strength of thermoplastics materials in pipe from by extrapolation.
ISO 11420: 1996	Method for the assessment of the degree of carbon black dispersion in polyolefin pipes, fittings and compounds.
ISO 13477: 1997	Thermoplastics pipes for the conveyance of fluids - Determination of resistance to rapid crack propagation (RCP) - Small-scale-steady- state test (S4 test).
IS 14885	Polyethylene Pipes for the Supply of Gaseous Fuels-Specification
11-0269-02-07-02-001 to 11-0269-02-07-02-003	Polyethylene pipes for underground networks for natural gas distribution
11-0269-02-07-02-004	PE Accessories for underground networks for natural gas distribution

3. DEFINITIONS AND SYMBOLS

3.1. LOWER CONFIDENCE LIMIT (LCL)

A quantity with the dimensions of stress, in megapascal, which can be considered as a property of the



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material under consideration and represents the 97.5% lower confidence limit of the predicted long-term hydrostatic strength at a temperature of 20 degree C for 50 years with internal water pressure.

3.2. MINIMUM REQUIRED STRENGTH (MRS 10)

Standardised class of compounds for which the LCL is equal to 10.

3.3. PE 100

Standard designation for PE compounds in class MRS 10.

For such PE compounds, the long-term hydrostatic strength — calculated and classified according to the standardised method (ISO 9080 and ISO 12162) for a temperature of 20°C, a period of 50 years and a reliability of 97.5 % — must be at least 10 MPa.

3.4. BATCH OF COMPOUND

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

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

3.5. BATCH OF PIPES

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

4 GENERAL SPECIFICATIONS

The PE compounds that are acceptable according to the requirements of this specification must conform to the requirements for PE 100 described in prEN1555-1.

If the proposed compound is destined for manufacture of pipes, then the acceptance procedure is carried out as described in this specification.

If the proposed compound is destined for manufacture of fittings, then the first stage (section 6) of this acceptance procedure is carried out, after which type tests are carried out on the fittings manufactured from the material concerned. An independent laboratory appointed by Owner/ owner representative will then evaluate whether conformity with the characteristics mentioned in the technical file has been proved, on the basis of the provisions of prEN 1555-7 and AGL specification 11-0269-02-07-02-004.



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5. SUMMARY OF THE PROCEDURE

5.1. GENERAL

The acceptance procedure for PE compounds comprises two stages, namely the evaluation of the technical file and the confirmation tests. The different steps are carried out in the order described below. The tests which form part of the technical file are carried out on pipes or samples supplied by the compounds manufacturer. In principle, all tests mentioned in the technical file are carried out on pipes from the same batch.

The tests mentioned in chapter 7 are carried out on pipes manufactured by a pipe manufacturer chosen by Owner/ Owner Representative .

The tests mentioned in chapter 6.1 (table 1), 6.2 and 7 are carried out in a laboratory appointed by Owner/ Owner Representative.

5.2. APPLICATION FOR APPROVAL

A manufacturer that wishes to have a certain PE compound classified for the manufacture of PE gas components must submit a written application to Owner.

This application must be accompanied by a clear description of the compound concerned, including the technical characteristics.

All correspondence must be in English.

6. TECHNICAL FILE

6.1. EVALUATION

If the application is taken into consideration by Owner/ Owner Representative, the compound manufacturer must submit a technical file to a laboratory appointed by Owner/ Owner Representative.

This technical file must include the following information:

- name and class of the PE compound;
- technical characteristics of the compound, with reference to the standard;
- a dossier with test results, from an independent laboratory, showing that the proposed compound meets the requirements of prEN 1555-1 for a PE 100 compound. The dossier must also state which tests have been carried out on the same batch of pipes or test samples, including the identification of their origin.

The laboratory chosen by Owner/ Owner Representative will also evaluate the conformity of this dossier, taking the following rules into account:

- a) If the tests mentioned in the technical file have been carried out by a laboratory accredited according to EN 45001, and if the tests have been carried out on the same batch of pipes for the required diameter and



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wall thickness, then the evaluation will be limited to an examination of the dossier in accordance with the provisions of prEN 1555-1 and the quantity of test samples laid down in 1555-7;

b) If the tests mentioned in the technical file have been carried out by a laboratory that is not accredited according to EN 45001 and/or on different batches of pipes for the same diameters/wall thickness, then the evaluation will be done on the basis of further tests in order to confirm the characteristics mentioned in the technical file.

c) The characteristics for rapid crack propagation (RCP) and slow crack propagation (SCG), as mentioned in the technical file, must comply with the requirements of the standard. Furthermore, the requirements of table

1 must be met:

Characteristic	Requirement	Standard
Pcs4	DN 250- SDR 11 0°C - > 3,5 bar	ISO 13477
PcFS	DN 250- SDR 11 0°C-> 15 bar	EN ISO 13478
SCG	DN250-SDR11 80°C-σ4,6->500h	EN1SO13479

The tests mentioned in table I must be carried out by an independent laboratory appointed by Owner/ Owner Representative. The three series of tests must be carried out on the same batch of pipes.

If it emerges from the evaluation of the technical file that conformity with prEN 1555-1 is guaranteed, then the next stage of the procedure can commence, as described in section 7.

6.2. ADDITIONAL TESTS

6.2.1. General

If from the evaluation L emerges that the dossier submitted is incomplete or does not offer the necessary guarantees of conformity with the standard, then additional tests will be carried out by the laboratory appointed by Owner, at the cost of the compound manufacturer.



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The same procedure will be followed if the technical file has been drawn up by a laboratory that is not accredited and/or if several batches of pipes have been used for each diameter/wall thickness in carrying out the tests.

6.2.2. Delivery of the pipes

The required batch of pipes must be delivered by the compound manufacturer, the pipes having been produced by a pipe manufacturer who at that moment is a Owner/ owner representative supplier.

The number of pipes must be based on the numbers and frequencies mentioned in prEN 1555-7. If the technical file is based on tests carried out by a non-accredited laboratory and/or carried out on several batches of pipes per diameter/wall thickness, then the tests will be repeated on at least half of the required test samples; if the number thus calculated is not a whole number, the number of test samples taken will be equal to the next whole number.

6.2.3. Test results

If from the additional tests it appears that conformity with prEN 1555-1 is guaranteed, then the next phase of the procedure can commence, as described in section 7.

If despite the additional tests no unambiguous decision can be taken regarding the conformity of the compound, then further additional tests will be carried out, until the number of test samples is at maximum equal to the number specified in the standard concerned. For this purpose, the manufacturer must keep sufficient pipes of the same batch in reserve.

If the evaluation is still not positive after the maximum number of samples has been tested, then the compound will be considered as not accepted.

7 CONFIRMATION TESTS

The second stage of the acceptance covers the industrial production of pipes, the verification of the characteristics, the laying of the pipes and the fusion to existing PE systems.

This second stage of the acceptance is carried out by Owner/ owner representative.

Before this stage can commence, the manufacturer must provide Owner/ owner representative with a technical data sheet (see appendix 1) showing the limit values for the characteristics of the compound concerned.

For the purpose of carrying out this part of the procedure, Owner/ owner representative will order a batch of pipes from one of its pipe manufacturers. After verification of the characteristics in the factory and



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confirmation by an independent laboratory, the pipes will be installed in the Owner/ owner representative gas distribution network, taking into account the following aspects:

- Any problems with delivery and with extrusion of the compound will be noted.
- The limits of the characteristics mentioned in the technical data sheet.
- For characteristics not included in the technical data sheet, the measured value may deviate by max. 30% from the average values mentioned in the technical file, to the extent that these are relevant and not in conflict with the requirements of the standard.
- Any problems with laying or welding or connecting the pipes; these will be noted.

If from the test results it appears that the characteristics of the compound and/or pipes do not comply with the requirements, or if anomalies are found in laying and/or welding of the pipes, then the acceptance procedure will be provisionally suspended. The problems found will be analysed in consultation with the compound manufacturer, and an attempt will be made to find solutions which are acceptable to both parties. If this turns out to be impossible, then the compound will be considered as not accepted.

In such a case, the costs of the second stage could be charged to the compound manufacturer.

If the second stage of the procedure is successfully completed, then the compound is accepted and will be included in the list of "Approved PE Compounds". This list is published in the AGL specifications for PE pipes (11-0269-02-07-02-001 to 003) and PE fittings (11-0269-02-07-02-005). The materials will be included when the list is next published (around once every two year).

8. FOLLOW-UP

8.1. TECHNICAL DATA SHEET

The manufacturer must supply Owner/ owner representative with a technical data sheet, as described in Appendix 1, with permission for Owner/ owner representative to publish this technical data sheet in the specifications for PE pipes and fittings, for as long as the compound is included in the list of approved compounds.

The data entered on this data sheet apply as limit values for the compound concerned. Whenever one or more characteristics of a batch of compounds falls outside these limits, then the batch will be automatically refused for production of components destined for our gas network.

8.2. CONTINUITY OF THE COMPOUND

No alterations may be made to the compound without prior permission from Owner/ owner representative.



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As mentioned in 8.1, the limits mentioned in the technical data sheet must be respected. Furthermore, in the case of characteristics not included in the technical data sheet, the measured values may not deviate by more than 30% from the average value mentioned in the technical file, to the extent that these are relevant and not in conflict with the requirements of the standard.

Each change that affects the final characteristics of the compound can result in additional tests being carried out by the compound manufacturer in accordance with the provisions of prEN 1555-7 appendix A. The procedures for the test shall correspond to those described in section 6.1 of this specification.



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APPENDIX 1

Technical Data Sheet

Characteristics of (name of PE compound) as per prEN 1555-1

Characteristics	Standard	Specification
MRS	EN ISO 12162	MPa
Density	Method D of ISO 1183	kg/rn ³
min.		kg/rn ³
max.		
MFR190/5	ISO 1133	
mm.		g/10 min
max.		g/10 min
Volatile content	prEN 12099	
max.		mg/kg
Water content	prEN 12118	
max.		mg/kg
Carbon black content	ISO 6964	
Min.		% -
Max.		%
Carbon black dispersion	ISO 11420	
max		<=Grade
OIT at 210°C	EN728	
min.		...min

Company

Person responsible

Position

Signature



CONTENTS

1 SPECIFICATIONS FOR ELECTROFUSION COUPLERS



**CITY GAS DISTRIBUTION PROJECT
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All couplers included in this document should be designed for use with gas distribution systems and be supplied from manufacturers complying with the requirements of ISO 9001 and ISO 14001.

1 SPECIFICATIONS FOR ELECTROFUSION COUPLERS

- 1.1 All couplers shall be injection moulded from recognised top quality virgin PE 100 resin. The raw material used shall be from the positive list of the PE100+ Association which is available from www.pe100plus.net
- 1.2 All couplers must conform to the requirements of EN 1555-3 / ISO 4437 and be suitable to be used in conjunction with pressure pipes from polyethylene manufactured to the appropriate ISO and CEN standards.
- 1.3 Suppliers must provide approvals of minimum three internationally recognised authorities, such as DVGW, Gas de France, Gastec etc. for their products.
- 1.4 All couplers must be individually packed and in such a way to allow instant use on site without additional cleaning.
- 1.5 All Electrofusion couplers must be packed in transparent protective bags to allow easy identification without opening the bag. The couplers must then be packed in carton boxes.
- 1.6 Each carton and protective package must clearly indicate its contents.
- 1.7 If only one type of product is packed in a box, the box shall have a label showing the manufacturer identification, the description of the product, the drawing of the product, the relevant size and the quantity.
- 1.8 The heating coils contained in each individual coupler should be so designed that only one complete process cycle is necessary to fully electrofuse the coupler to the adjoining pipe or pipeline component as applicable.
- 1.9 No heating element may be exposed and all coils are to be fully imbedded into the body of the fitting for protection purposes.
- 1.10 The pipe fixation device shall be an integral part of the body for all couplers in the sizes up to and including nominal diameter 63 mm.
- 1.11 An individual data carrier card in compliance with ISO 7810 and ISO 7811 containing a magnetic strip and an appropriate barcode or codes as well as manual setting information for data transfer purposes must be supplied with each coupler.
- 1.12 All couplers must have moulded-in identification and appropriate product information. All relevant information for the fusion process such as pin connectors, batch code, dimension, material, and fusion indicators should be clearly visible and laid out in one line at the top of the coupler.
- 1.13 Process voltage of all couplers must not exceed a maximum of 39.5 volts.
- 1.14 Insulated contact heads for the terminal pins are to be provided.
- 1.15 Terminal pin size shall be 4 mm in diameter.
- 1.16 A limited path style fusion indicator acting for each fusion zone as visual recognition of completed fusion cycle should be incorporated into the body of the fitting or saddle near or adjacent to the terminal.
- 1.17 The design of the fusion indicators must prevent the escape of fusion melt.



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- 1.18 All couplers in the sizes up to and including nominal diameter 160 mm must have an easily removable centre stop not requiring tools for removal.
- 1.19 All dimensions of Electrofusion couplers must be fusible with one fusion machine



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1 SPECIFICATIONS FOR ELECTROFUSION FITTINGS



**CITY GAS DISTRIBUTION PROJECT
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All electrofusion fittings included in this document should be designed for use with gas distribution systems and be supplied from manufacturers complying with the requirements of ISO 9001.

1 SPECIFICATIONS FOR ELECTROFUSION FITTINGS

1.1 All fittings shall be injection moulded from recognised top quality virgin PE 100 resin.

1.2 All fittings must conform to the requirements of EN 1555-3 / ISO 4437 and be suitable to be used in conjunction with pressure pipes from polyethylene manufactured to the appropriate ISO and CEN standards.

1.3 Suppliers must provide approvals of minimum three internationally recognised authorities, such as DVGW, Gas de France, Gastec etc. for their products.

1.4 All fittings must be packed in such a way to allow instant use on site without additional cleaning.

1.5 All Electrofusion Fittings must be packed in transparent protective bags. The electrofusion fittings must then be packed in carton boxes.

1.6 Each carton or protective package must clearly indicate its contents. If only one type of product is packed, all carton boxes shall have a label showing the manufacturer identification, the description of the product, the drawing of the product, the relevant size and the quantity.

1.7 The preferred lay-out of the heating coils contained in each individual fitting up to 180 mm should be designed so that only one complete process cycle is necessary to fully electrofuse the fitting to the adjoining pipes or pipeline components as applicable. To enable an easy assembly on site and a possible pre-assembly of one end of the fitting, Electrofusion fittings 180mm and above should be of a bifilar construction (2 separate fusion zones).

1.8 No heating element may be exposed and all coils are to be fully imbedded into the body of the fitting for protection purposes.

1.9 The pipe fixation device shall be an integral part of the body for all fittings in the sizes up to and including nominal diameter 63 mm.

1.10 An individual data carrier card in compliance with ISO 7810 and ISO 7811 containing a magnetic strip and an appropriate barcode or codes as well as manual setting information for data transfer purposes must be supplied with each fitting.

1.11 All fittings must have moulded-in identification and appropriate product information.

1.12 Process voltage of all fittings must not exceed a maximum of 39.5 volts.

1.13 Terminal pin size shall be 4 mm in diameter.

1.14 A limited path style fusion indicator acting for each fusion zone as visual recognition of completed fusion cycle should be incorporated into the body of the fitting near or adjacent to the terminal. The design of the fusion indicators must prevent the escape of fusion melt.

1.15 All dimensions of electrofusion fittings must be fusible with one fusion machine.

1.16 The maximum primary power supply required to fuse these Electrofusion fittings should not exceed 4 KWA.



CONTENTS

- 1 TECHNICAL SPECIFICATION POLYETHYLENE ELECTROFUSION SADDLES FOR GAS DISTRIBUTION
"GASFREE" TAPPING**



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All saddles should be designed for use with gas distribution systems and be supplied from manufacturers complying with the requirements of ISO 9001 and ISO 14001.

1 TECHNICAL SPECIFICATION

- 1.1 All saddles shall be injection moulded from recognised top quality virgin PE 100 resin. The raw material used shall be from the positive list of the PE100+ Association which is available from www.pe100plus.net
- 1.2 All saddles must conform to the requirements of EN 1555-3 / ISO 4437 and be suitable to be used in conjunction with pressure pipes from polyethylene manufactured to the appropriate ISO and CEN standards.
- 1.3 Suppliers must provide approvals of minimum three internationally recognised authorities, such as DVGW, Gas de France, Gastec etc. for their products.
- 1.4 Each carton or protective package must clearly indicate its contents.
- 1.5 The heating coils contained in each individual saddle should be so designed that only one complete process cycle is necessary to fully electrofuse the fitting to the adjoining pipe or pipeline component as applicable.
- 1.6 No heating element may be exposed and all coils are to be fully imbedded into the body of the fitting for protection purposes.
- 1.7 The pipe fixation device shall be an integral part of the body for all saddles in the sizes up to and including 225 mm.
- 1.8 An individual data carrier card in compliance with ISO 7810 and ISO 7811 containing a magnetic strip and an appropriate barcode as well as manual setting information for data transfer purposes must be supplied with each fitting. The data carrier card must also contain a traceability barcode. This barcode must contain the following information about the product: batch number, production facility, the manufacturer of the raw material, the MRS and the MFI.
- 1.9 All fittings must have moulded-in identification and appropriate product information.
- 1.10 Process voltage of all saddles must not exceed a maximum of 40 volts.
- 1.11 Insulated contact heads for the terminal pins are to be provided.
- 1.12 Terminal pin size shall be 4.0 mm in diameter.
- 1.13 A limited path style fusion indicator acting for each fusion zone as visual recognition of completed fusion cycle should be incorporated into the body of the saddle near or adjacent to the terminal.
- 1.14 The design of the fusion indicators must prevent the escape of fusion melt.
- 1.15 All saddles up to mains size nominal diameter 225 mm should be designed with two separate halves having a single hinge type attachment and are to be correctly processed without specialised external spring-loaded tooling. The bottom half, the clamp, shall also be made of PE100.



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- 1.16 For tapping saddles above and including 75mm, the top half of the saddle shall be equipped with an electrofusion outlet which can accept various other modular system components such as tapping tees, adapters, valve tees, caps, stop-off attachments, pipes etc., which are simultaneously fused together with the saddle to mains joint in one operation.
- 1.17 For Duo block saddles, each branch outlet is to be equipped with an integral clamping device.
- 1.18 The branch spigot of tapping tees must be long enough to allow a second joint if necessary or to attach a compression fitting.
- 1.19 All pipe saddle sizes above nominal diameter 63 x 40 mm are to allow a 360° rotation of any modular system component placed in the electrofusion socket outlet.
- 1.20 Safe tapping into mains must be possible under the defined allowable maximum gas pressure according to the respective pipe series and ambient temperature.
- 1.21 The tapping saddle cutter is to be designed to seal-off the central passageway in the uppermost position.
- 1.22 The cutter design must fully contain the cutout coupon and not produce shavings.
- 1.23 The minimum diameter of the cutter must not be less than 25 mm
- 1.24 It must be possible to permanently seal-off the top of the saddle with an electrofusion cap in the mains sizes from nominal diameter 63 mm and above.
- 1.25 An efficient means of tapping branch saddles and fittings is to be made available.
- 1.26 An upper-stop in the neck of the saddle shall prevent the removing of the drill after tapping.
- 1.27 All saddles are to be equipped with a bottom stop to prevent the drill from falling into the pipe.
- 1.28 The outer neck of the saddle shall be provided with a rubber-sealing ring.
- 1.29 The saddles shall provide a leak-free tapping without any special external tools.
- 1.30 The outlet on the branch of the saddle must allow the integration of a gas-stop.



CONTENTS

SPECIFICATIONS FOR PE SPIGOT FITTINGS



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All spigot fittings included in this document should be designed for use with gas distribution systems and be supplied from manufacturers complying with the requirements of ISO 9001.

1 SPECIFICATIONS FOR PE SPIGOT FITTINGS

- 1.1 All fittings shall be injection moulded from recognised top quality virgin PE 100 resin. The raw material used shall be from the positive list of the PE100+ Association, which is available from www.pe100plus.net
- 1.2 The use of segmented fittings means that de-rating factors must be adhered to, thus the reason for using only injection moulded spigot fittings.
- 1.3 All fittings must conform to the requirements of EN 1555-3 / ISO 4437 and be suitable to be used in conjunction with pressure pipes from polyethylene manufactured to the appropriate ISO and CEN standards.
- 1.4 Suppliers must provide approvals of minimum three internationally recognised authorities, such as DVGW, Gas de France, Gastec etc. for their products.
- 1.5 All fittings must have moulded-in identification and appropriate product information.
- 1.6 All fittings must be packed in such a way as to avoid surface oxidation and should only require cleaning before installation.
- 1.7 All spigot fittings must be packed in transparent protective bags for easy identification of the product without having opening the bag.
- 1.8 Each carton or protective package must clearly indicate its contents.
- 1.9 If only one type of product is packed all carton boxes shall have a label showing the manufacturer identification, the description of the product, the drawing of the product, the relevant size and the quantity.

PREFERRED MAKE(s) OF MDPE FITTINGS:

- 1) PRESTO
- 2) KIMPLAS
- 3) GEORGE FISHER

Note: MDPE fittings meeting the Tender Technical Specifications are acceptable.



SECTION IV
PAYMENT TERMS



**CITY GAS DISTRIBUTION PROJECT
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1. TERMS OF PAYMENT

Supply Portion

- 1.1 100% (Hundred percent) payment within 15 days on receipt of goods at site along with following dispatch documents.
- i) Invoice in duplicate
 - ii) Inspection Release note by Owner or his appointed or approved agency.
 - iii) GR / LR in Original
 - iv) Packing List
 - v) A certificate from manufacturer that the all items/ equipment under supply including its component or raw material used with manufacturing are new and conform to the tender requirement. In case manufacturer is not the contractor, the contractor owning overall responsibility will duly endorse this certificate.
 - vi) Performance Bank Guarantee(s) of 10% of Delivery Order Value. If already submitted, a copy of the same.
 - vii) Document related to Input Tax Credit to be claimed by Owner, if applicable.
 - viii) Documents as specified in the Technical Specifications / Material Requisitions of the Tender Document
 - ix) Proof of customs clearance including payment of custom duty for imports permitted in the contract, If applicable.
 - x) No Dues No Claim Certificate.

2. MODE OF PAYMENT

- 2.1. Payment will be made by way of normal banking channels.
- 2.2 Deduction at source
Purchaser will release the payment after off-setting all dues to the Purchaser payable by the seller under the contract. Deduction will be effected at source as per the law in force.

3.0 PAYING AUTHORITY:

DGM - F & A

Aavantika Gas Limited

202 – B, 2nd Floor, NRK Business
Park, Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010



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SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC)



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1.0 DEFINITIONS

1.1. In addition to meaning ascribed to certain capitalized terms in Section VI “GCC - GOODS”, following initial capitalized terms shall have the meaning as ascribed to such term hereunder. In case any term defined hereunder is also defined in Section VI “GCC - GOODS”, the meaning ascribed to such term hereunder shall prevail:

1.1.1 Definitions

For definitions refer to General Conditions of Contract (GCC).

1.2. Interpretations

1.2.1. Where any portion of the GCC - Goods is repugnant to or at variance with any provisions of the SCC - Goods then, unless a different intention appears, the provisions of the SCC - Goods shall be deemed to govern the provisions of the GCC - Goods and SCC - Goods provisions shall prevail to the extent of such repugnancy, or variations exist.

1.2.2. In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.3. Notwithstanding the sub-division of the Contract Documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Agreement so far as it may be practicable to do so.

1.2.4. All headings, subtitles and marginal notes to the clauses of the GCC - Goods, SCC - Goods or to the Specifications or to any other part of Bidding Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.2.5. The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

1.2.6. All the clauses mentioned in GCC in context with Foreign Bidders are not applicable for this Tender.

2.0 SELLER’S SCOPE

(GCC - Goods Clause No. 5.0)

2.1 MANUFACTURING & SUPPLY OF UPS: Refer Technical Specifications for MDPE Fittings.

3.0 PACKING, MARKING AND SHIPMENT

3.1 The seller, wherever applicable shall after proper painting, pack and crate all goods for sea / air / road / rail transportation in a manner suitable to tropical humid climatic



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region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by sea or air or road or rail and during storage at the storehouse. The seller shall be held responsible for all damages due to improper packing. The seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration.

Seller shall comply with the Packing, Marking and Shipping Instructions and Special Packaging Requirement as per Attachment III of this Bidding Document

4.0 DELIVERY SCHEDULE

4.1 All goods under the scope of the Bidder shall be as per following schedule:

4.1.1 The delivery schedule shall be as per Clause No. 4 of Section – I of IFB.

4.1.2 Delivery of goods shall be based on FOT Site basis. The date of receipt and acceptance of materials at AGL Storages House shall be considered as the date of delivery.

4.1.3 Failing to meet delivery schedule will be subject to Price Reduction and / or other remedies available to the Purchaser in Bidding Documents.

4.1.4 Price Reduction Schedule (PRS) shall be applicable as per clause 26 of GCC-GOODS.

4.1.5 Delivery period as detailed in Clause 4.1.1 of SCC-Goods shall be the essence of Agreement and no variation shall be permitted.

4.1.7 The delivery period shall be reckoned from the date of issuance of Delivery Order.

5.0 DISPATCH INSTRUCTIONS

5.1 Seller shall obtain dispatch clearance from the purchaser prior to each dispatch.

5.2 Copy of Inspection Release Note, Dispatch Clearance and Statement showing the name of the vessel / transporter, description and weight of material and shipping marks etc. to be submitted along with the documents.

6.0 RECOVERY OF CUSTOMS DUTY

6.1 In case, the statutory variation entitles the employer to recover the amount (irrespective of contractual delivery) such amount will be recovered from any bill of the contractor, immediately on enforcement of such variation, under intimation to the contractor.

7.0 REJECTION

7.1 Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to



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the requirements / specifications of the purchase requisition/order, shall be liable for immediate rejection.

- 7.2 Supplier shall be responsible and liable for immediate replacement of such material with acceptable material at no extra cost or impact on the delivery schedule to employer.

8.0 EMPLOYER'S RIGHTS AND REMEDIES

- 8.1 Without prejudice to employer's right and remedies under Agreement, if supplier fails to commence delivery as per agreed schedule and/or in reasonable opinion of the employer, contractor is not in a position to makeup the delay to meet the intended purpose, the employer may terminate the agreement in full or part at supplier's default and may get supplies from other sources at supplier's risk and cost.

9.0 PRICE REDUCTION SCHEDULE (PRS)

- 9.1 In supply contract, the portion of supply completed in all respects which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract the price reduction schedule @0.5% per week or part thereof of the delayed delivery value maximum up to 5% of total Delivery Order value (Excluding Taxes and Duties). The PRS shall be applicable in the same way where individual release order against Annual Rate Contract shall be taken as independent order. The total value of DO considered for applying PRS shall be excluding of all Taxes and Duties.

10.0 QUALITY ASSURANCE / QUALITY CONTROL

- 10.1 The bidder shall prepare a detailed quality assurance plan for the execution of contract for various facilities, which will be mutually discussed and agreed to.
- 10.2 The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- 10.3 The purchaser, while agreeing to a quality assurance plan shall mark the stages where they would like to witness the tests; review any or all stages of work at shop/site as deemed necessary for quality assurance.

11.0 THIRD PARTY INSPECTION:

Third party inspection agency authorized by AGL may carry out stage wise inspection during manufacturing / final inspection. ONLY APPROVED THIRD PARTY INSPECTION AGENCIES SHALL BE ENGAGED BY THE BIDDER FOR INSPECTION OF MDPE FITTINGS BEFORE SHIPMENT TO AGL. The manufacturer will engage the third party inspection agency and cost of same will be included in quoted rates. The authorized third party agencies are:

- 1 TQ Services - a division of Tata Projects Ltd.
- 2 TUV SUD South Asia



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- 3 Quality Services and Solutions Pvt Ltd.
- 4 International Certification Services Pvt. Ltd.
- 5 Certification Engineers International Ltd.
- 6 SGS India Pvt. Ltd.
- 7 VCS Quality Services Pvt. Ltd.
- 8 Bureau Veritas (India) Pvt. Ltd.
- 9 Lloyds Inspection Agency Pvt. Ltd.

12.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

1. Within 15 days from the date of award of the Delivery Order, the Bidder shall furnish Performance Guarantee in the form of Bank Guarantee to the PURCHASER, for an amount equivalent to 10% of the Delivery Order value (Excluding taxes & duties). Performance Bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract and warranty period of batteries.
2. After receiving Bank Guarantee for first Delivery Order, Security Deposit submitted against the Purchase Order will be released to Bidder. In case if Purchase Order and Delivery Order are issued simultaneously to successful bidder, in such case bidder has to submit only CPBG of DO value.

13.0 POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:

- a) ENGINEER IN CHARGE (as designated at the time of issue of Delivery Order)
Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010



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SECTION VI

GENERAL CONDITIONS OF CONTRACT (GCC-GOODS)



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1.0 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 CONTRACT shall mean Purchase Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions there of together with any subsequent modifications there to.
- 1.2 CONTRACT PRICE shall mean the price payable to the Seller under the Contract for the full and proper performance of his contractual obligations.
- 1.3 COMPLETION DATE shall mean the date on which the goods are successfully commissioned by the Seller and handed over to the PURCHASER.
- 1.4 COMMERCIAL OPERATION shall mean the condition of the operation in which the complete equipment covered under the Contract is officially declared by the PURCHASER to be available for continuous operation at different loads upto and including rated capacity.
- 1.5 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.
- 1.6 DRAWINGS shall mean and include Engineering drawings, sketches showing plans, sections and elevations in relation to the Contract together with modifications and/or revisions there to.
- 1.7 ENGINEER or Engineer-in-Charge of the Project SITE shall mean the person designated from time to time by PURCHASER at SITE and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
- 1.8 FINAL ACCEPTANCE shall mean the PURCHASER's written acceptance of the Works performed under the Contract after successful completion of performance and guarantee test.
- 1.9 GOODS shall mean articles, materials, equipment, design and drawings, data and other property to be supplied by Seller to complete the contract.
- 1.10 INSPECTOR shall mean any person or outside Agency nominated by PURCHASER to inspect equipment, stage-wise as well as final, before dispatch, at Seller's works and on receipt at SITE as per terms of the CONTRACT.



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- 1.11 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.
- 1.12 PURCHASER / OWNER shall mean AAVANTIKA GAS LIMITED (AGL) having its registered office at NRK Business Park, 2nd Floor, 202-B, Vijay Nagar Square, A.B. Road, Indore (M.P), Pin – 452010. The term PURCHASER includes successors, assigns of AGLL.
- 1.13 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.

- 1.14 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.
- 1.15 SERVICE shall mean erection, installation, and testing, commissioning, provision of technical assistance, training and other such obligations of the Seller covered under the Contract.
- 1.16 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.
- 1.17 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.
- 1.18 SUB-CONTRACT shall mean order placed by the Seller, for any portion of the contracted work, after necessary consent and approval of PURCHASER.
- 1.19 SUB-CONTRACTOR shall mean the person named in the CONTRACT for any part of the work or any person to whom any



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part of the CONTRACT has been sub-let by the SELLER with the consent in writing of the PURCHASER and will include the legal representatives, successors, and permitted assigns of such person.

- 1.20 START-UP shall mean the time period required to bring the equipment's 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 flow calibration and corrective shutdown inspection and adjustment prior to the trial operation period.
- 1.21 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.
- 1.22 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.

2.0 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.

3.0 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.

4.0 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.

5.0 Scope of Contract 5.1 Scope of the CONTRACT shall be as defined in the PURCHASE ORDER/CONTRACT specifications, drawings and Annexure there to.

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



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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 workman like 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 consequent to furnishing of incorrect data/drawings.
- 5.6 All dimensions and weight should be in metric system.
- 5.7 All equipment to be supplied and work to be carried out under the CONTRACT shall conform to and comply with the provisions of relevant regulations/Acts (State Government or Central Government) as may be applicable to the type of equipment/work carried out and necessary certificates shall be furnished.
- 5.8 The Seller shall provide cross sectional drawings, wherever applicable, to identify the spare part numbers and their location. The size of bearings, their make and number shall be furnished.
- 5.9 Specifications, design and drawings issued to the SELLER along with RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER or its assigns and are subject to recall by PURCHASER. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for dispatch of EQUIPMENT as per instructions given in the CONTRACT.

6.0 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



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standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.

**7.0 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 there to 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 here in provided, be given by PURCHASER.
 - b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER.
 - c. All communications including technical/commercial clarifications and/or comments shall be addressed to the PURCHASER on the address mentioned in ITB.
 - 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.

**8.0 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 there in shall take precedence over the Seller's bid and all previous correspondence.

**9.0 Modification In
Contract**

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

**10.0 Use of Contract
Documents &**

- 10.1 The Seller shall not, without the PURCHASER's prior written consent, disclose the CONTRACT or any provision thereof, or



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Information

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.

11.0 Patent Rights, Liability & Compliance of Regulations

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

11.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trademark 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.

12.0 Performance Guarantee

12.1 Within 15 days from the date of award of the DO, 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 Delivery Order value (Excluding taxes & duties).

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



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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 PURCHASER will discharge the Bank Guarantee 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



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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



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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, and 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 along with CONTRACT confirmation.
- 14.3.1 PURCHASER's representatives shall have the right to inspect SELLER's premises with a view to evaluating the actual progress of work on the basis of SELLER's time schedule documentation.
- 14.3.2 Irrespective of such inspection, SELLER shall advise PURCHASER, at the earliest possible date of any anticipated delay in the progress.
- 14.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER, the PURCHASER shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER's hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER's risk and cost and



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recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event PURCHASER shall not be responsible for any loss that the SELLER may incur and SELLER shall not be entitled to any gain. PURCHASER shall, in addition, have the right to encase Performance Guarantee in full or part.

15 Delivery & Documents

15.1 The SELLER in accordance with terms specified in the contract shall make delivery of the GOODS, and the goods shall remain at the risk of the SELLER until delivery has been completed.

15.2 Delivery shall be deemed to have been made:

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

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

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

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

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

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

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

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

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

16 Transit Risk Insurance

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



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

Insurance Requirements:

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

Foreign Bidders: Marine insurance as well as transit insurance in PURCHASER's country shall be arranged and borne by SELLER. The SELLER shall ensure that in effecting dispatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER's interests are fully safeguarded and are in no way jeopardized.

The Seller shall furnish the cost of materials against each equipment.

17 Transportation

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

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

18 Incidental Services

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

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

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

18.3.3 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.

18.3.4 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.



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**19 Spare Parts,
Maintenance Tools,
Lubricants**

- 18.4 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.
- 18.5 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.
- 18.6 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.
- 19.1 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.
- 19.3 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.



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- 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 (not applicable)
- 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 (trademark), 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 agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfill in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve (12) months from the date of the 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 fulfill the foregoing guarantees.

PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall,



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without cost to PURCHASER and as promptly as possible, furnish and install proper materials. The SELLER shall similarly guarantee repaired or replaced materials for a period of no less than twelve (12) months from the date of replacement/repair.

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

PURCHASER shall immediately rectify the work/materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

20.2 PERFORMANCE GUARANTEE OF EQUIPMENT

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

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

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

21 Terms of Payment 21.1 The Payment terms are specified in the Section IV of this BID Document.

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



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- any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.
- 24 Time As Essence of Contract** 24.1 The time and date of delivery/completion of the GOODS / SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.
- 25 Delays in The SELLER's Performance** 25.1 If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule the PURCHASER has the right to:
- i) Hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges; or
 - ii) Cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) Hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.
- 25.2 Any inexcusable delay by the SELLER or his sub-contractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, 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 supply contract, the portion of supply completed in all respects which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract the price reduction schedule @0.5% per week or part thereof of the delayed delivery value maximum up to 5% of total Delivery Order value. The total value of DO considered for applying PRS shall be excluding of all Taxes and Duties.
- 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



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In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable to 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 claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.
- 27.2 If the EQUIPMENTS are not of specification or fail to perform specified duties or are otherwise not satisfactory the PURCHASER shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.
- 27.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.
- 27.4 EQUIPMENT rejected by the PURCHASER shall be removed by the SELLER at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.
- 27.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

**28 Termination of
Contract**

- 28.1 Termination for Default
- 28.1.1 The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:
- A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or
- B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and



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

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

28.1.3 In case of termination of CONTRACT herein set forth (under clause 28) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by AGL against any type of tender nor their offer will be considered by AGL against any ongoing tender (s) where contract between AGL and that particular VENDOR (as a bidder) has not been finalized] for three years from the date of termination by AGL 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 those are complete and ready for shipment within 30 days after the SELLER's receipt of notice of termination 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:



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- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies, which prevents or delays the execution of the Contract by the SELLER. The SELLER shall advise PURCHASER by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, PURCHASER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

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

SELLER shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majored 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 Indore Court of Law.
- 30.4 Arbitration



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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 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 Indore, 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 Indore.

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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996.

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

31 Governing Language

- 31.1 The Contract shall be written in English language as specified by the PURCHASER in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

32 Notices

- 32.1 Any notice given by one party to the other pursuant to the Contract



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shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 33 Taxes & Duties**
- 33.1 A foreign SELLER shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the PURCHASER's country.
- 33.2 A domestic SELLER shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST (IGST, CGST, SGST, UGST) on finished products shall be reimbursed by PURCHASER upon submission of proof of payment.
- 33.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign SELLER shall be borne and paid by THE SELLER.
- 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 up to the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
- 34 Books & Records**
- 34.1 SELLER shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PURCHASER or their authorized agents or representatives during the terms of Contract until expiry of the performance guarantee. Fixed price (lump sum or unit price) Contract will not be subject to audit as to cost except for cost reimbursable items, such as escalation and termination claims, transportation and comparable requirements.
- 35 Permits & Certificates**
- 35.1 SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
- 36 General**
- 36.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail.
- 36.2 Losses due to non-compliance of Instructions Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the



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PURCHASER in connection with the contract execution shall be recoverable from the SELLER.

36.3 Recovery of sums due

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

36.4 Payments, etc. not to affect rights of the PURCHASER No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.

36.5 Cut-off Dates

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

36.6 Paragraph heading

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

37 Import License

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 Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.

38.2 If at any time during the said period, the supplier or his Agent /principal /dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations 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



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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 AGL 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 up to the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the AGL 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 make a reference to PURCHASER or any Company affiliated with PURCHASER 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 up to 100% 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.

42 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

- A. The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

2. STATUTORY LEVIES

- A. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to AGL's account, so long as:
- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
 - The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.
- B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

3. Anti - Profiteering Clause

GST Act. anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

43 General Terms & Conditions For Supply

1. PRICE


- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to AGL. The nature and extent of such levies shall be shown separately.

2. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to AGL as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. AGL shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes / Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the AGL shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to AGL on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. AGL shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to AGL's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to AGL for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by AGL up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

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The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take Input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance / default / negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

4. Anti - Profiteering Clause

GST Act. Anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price

44 General Terms & Conditions of contract for Consultancy Services

A. STATUTORY LEVIES, TAXES AND DUTIES

- 1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes & duties, if applicable which will be quoted separately.
- 2 All Domestic Consulting-firm's should have GST registration and to provide a copy of such registration certificate and classification of service along with bid document unless exempted for which necessary document support is provided.
- 3 In case of Foreign Consultants, where the service is provided from the establishment within India, clause 1 and as applicable to Indian Bidder in 2 would apply. Where the service is provided from the establishment situated outside India, GST tax will be paid by the Owner as recipient of service as per existing Act & Rules.
- 4 The Owner may claim Input Tax credit. The bidder should quote GST separately. Bidder should provide tax invoice as per the act / rules to enable owner to claim Input Tax Credit.
- 5 All taxes & duties payable outside India in respect of performance of the contract shall be borne & paid by the Consultant. The Consulting-firm shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.
- 6 Unless specifically provided for in the tender documents or any Special Conditions, Variations of taxes i.e.GST quoted in price bid arising out of the amendments to the Central / State enactment, in respect of services covered under this bid shall be to Owner's account, so long as:



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- (i) **They relate to the period from the date / time of opening of the bid, but before the contractual completion period** (excluding permitted extensions due to delay on account of the Consulting-firm, if any) or the actual completion period, whichever is earlier; and
- (ii) The consultant furnishes documentary evidence of incurrence of such variations, in addition to the invoices and filing required returns for claiming Input Tax credit, wherever applicable.
- 7 The Consultant shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the delivery and payment schedule execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Consultant.

The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.



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SECTION VII

FORMS AND FORMATS



**CITY GAS DISTRIBUTION PROJECT
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**F-1
BIDDER'S GENERAL INFORMATION**

To

Aavantika Gas Limited

202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____
State _____ PIN/ZIP _____

1-4 Operation Address

if different from above:

City _____ District _____
State _____ PIN/ZIP _____

1-5 Telephone Number: _____

(Country Code) (Area Code) (Telephone
Number)

1-6 E-mail address: _____

1-7 Website: _____

1-8 Fax Number: _____

(Country Code) (Area Code) (Telephone
Number)

1-9 ISO Certification, if any {If yes, please furnish details}

1-10 Bid Currency _____

1-11 Port of shipment / Dispatch Point _____

1-12 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

Bidder Seal & Sign:



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1-13 Type of Material Supplies : _____
1-14 Banker's Name : _____
1-15 Branch : _____
1-16 Branch Code : _____
1-17 Bank account number : _____
1-18 GSTN No.: _____
1-19 State / UT.: _____
1-20 PAN No. : _____
1-21 Whether SSI Registrant Or not : _____
1-22 EPF No. _____

(SIGNATURE OF BIDDER WITH SEAL)

NOTE:

1. Bidders have to submit the supporting document confirming the above registrations.



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F – 2 BID FORM

To
Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010
Dear Sir,

After examining/reviewing the Bidding Documents for supply of MDPE Fittings, including technical specifications, drawings, General and Special Conditions of Contract and Price schedule etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said Bidding Documents, including Corrigendum / Addenda Nos.....

We confirm that this bid is valid for a period of Three (3) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance guarantee equal to 10% (ten per cent) of each Delivery Order, for the due performance with in fifteen days of such award. Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

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

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

SEAL AND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME:
ADDRESS:



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

Ref.....

Bank Guarantee No.....
Date.....

To

Aavantika Gas Limited,
Second Floor 202-B, NRK Business Park,
Vijay Nagar Square, AB Road,
Indore-452010,

Dear Sir(s),

In accordance with Invitation for Bid under your reference No. _____
M/s. _____ having their Registered / Head Office at
_____ (hereinafter called the Tenderer) wish to participate in the
said bidding for _____.

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

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

This guarantee shall be irrevocable and shall remain valid upto _____ [this date
should be valid for 2 months in excess of bid validity]. 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 _____ 200__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per Power of Attorney
No. _____
Date: _____

Bidder's Seal & Sign:



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INSTRUCTIONS FOR FURNISHING BANK GUARANTEE FOR EMD/BID SECURITY

1. The Bank Guarantee by bidders will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in the name of the issuing bank. In case of foreign bank, the said banks guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper.
2. The expiry date as mentioned in bid document should be arrived at by adding 2 months to the date of expiry of the bid validity unless otherwise specified in the Bidding Documents.
3. The bank guarantee by bidders will be given from bank as specified in ITB
4. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee /all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at ITB.
5. Bidders must indicate the full postal address of the bank along with the bank's e-mail/ Fax no. From where the earnest money bond has been issued.
6. If a bank guarantee is issued by a commercial bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred crore) or equivalent along with documentary evidence.

F-5

**LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS / CONFERENCES**

TENDER NO. AGL/0371/T2/MDPE FITTINGS/07-21

No.

Date:

Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

Dear Sir,

We _____ hereby authorize following representative(s) to attend Bid opening and for any other correspondence and communication against above Bidding Document:

Name & Designation _____ Signature _____

Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.



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NO DEVIATION CONFIRMATION

Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

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 exceptions/deviations anywhere in the bid and we agree that if any deviation / exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)



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DETAILS OF SIMILAR WORK DONE DURING PAST FIVE YEARS

Sr. No.	Description of the work	Location of the work	Full Postal Address and phone nos. of Client & Name of Officer-in-Charge	Value of Contract	Date of Commencement of Work	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in project completion, if any

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed. The Work completed earlier than five years need not be indicated here. The list of work, not of similar nature need not be indicated here Failing to comply aforementioned instructions may lead to rejection of bid.

SEAL AND SIGNATURE OF BIDDER



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**PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

Ref: Bank Guarantee No.....
Date.....

To
Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

Dear Sirs,

M/s _____ have been
awarded the work of (Specify Tender Name & No.),
vide POWO No. _____
(Specify the PO / WO No.)
_____ for AAVANTIKA GAS Ltd.,
202 – B, 2nd Floor, NRK Business Park, Vijay Nagar Square, A.B. Road, Indore (M.P.) India.

The Contracts conditions provide that the CONTRACTOR shall pay a sum of _____ (as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify AAVANTIKA GAS Ltd., in case of default.

The said _____ (name of the contractor's firm) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ (name of the _____ Bank) hereby undertake and agree with you that if default shall be made by M/s _____ in performing any of the terms and conditions of the tender or in payment of any money payable to AAVANTIKA GAS Ltd., we shall on demand pay without any recourse to the contractor to you in such manner as you may direct the said amount of _____ only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ which under law relating to the sureties would but for provision have the effect of releasing us.



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3. Your right to recover the said sum of _____
(_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto_____, If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of Indore Courts.
7. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully,
_____Bank

By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.



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INSTRUCTIONS FOR FURNISHING CONTRACT PERFORMANCE GUARANTEE

1. The Bank Guarantee by successful bidder(s) will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said bank guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of bid to be considered as Indore.
2. The bank guarantee by bidders will be given from bank as specified in ITB.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer
4. If a bank guarantee is issued by a commercial bank, then a letter to Owner confirming its net worth is more than Rs. 1,000,000,000/- (Rupees one hundred Crores) or its equivalent in foreign currency along with a documentary evidence.



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CERTIFICATE OF NON-INVOLVEMENT OF AGENT

TENDER NO. AGL/0371/T2/MDPE FITTINGS/06-21

Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

Dear Sir,

This is to certify that we have not engaged involve any Agent / Consultant / Retainer / Associate who is not an employee of _____ (name of your company) for payment of any remuneration thereof in India or abroad. Therefore, no Agent's / Representative's / consultant's commission is payable in India or abroad against this Contract.

SIGNATURE AND SEAL OF BIDDER

Notes:

1. This certificate should be issued in the Letter Head of the Bidder.
2. This certificate is to be issued only if there is no Agent / Consultant/ Retainer/ Associate is involved.



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**F - 11
CHECK LIST**

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

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

S. NO.	DESCRIPTION	STATUS
1.0	Signing and stamping each sheet of offer, original bid document including drawings, addendum (if any)	<input type="checkbox"/>
2.0	Confirm that the following details have been submitted in the bid:	
	a) Covering Letter, Letter of Submission	<input type="checkbox"/>
	b) Letter of Authority (Format F – 5) in physical form.	<input type="checkbox"/>
	c) Signed and stamped original copy of bid document along with drawings and addendum (if any)	<input type="checkbox"/>
	d) Power of Attorney in the name of person signing the bid in Physical form	<input type="checkbox"/>
	e) Detailed activity schedule proposed to be adopted for execution of work and completion in the form of Bar Chart	<input type="checkbox"/>
	f) Bidder's declaration that they are not under any liquidation court receivership or under holiday list for similar proceedings.	<input type="checkbox"/>
	g) Agreed Terms and Conditions with Section – VII duly filled in and signed (For Indian / Foreign Bidders as applicable)	<input type="checkbox"/>
3.0	Confirm that all forms are enclosed with the bid duly signed by authorized person(s)	<input type="checkbox"/>
4.0	Confirm that the price bid has been duly filled in for each item, signed and stamped on each page separately	<input type="checkbox"/>
5.0	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index.	<input type="checkbox"/>
6.0	Confirm that any correction in the bid has been initialed and stamped by the authorized person.	<input type="checkbox"/>
7.0	Confirm that any correction in the "Price Part" part has been signed in full and stamped by the authorized person.	<input type="checkbox"/>



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- | | | |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 8.0 | Confirmation that no deviations are taken against commercial and technical specifications of the bid document. | <input type="checkbox"/> |
| 9.0 | Confirm that copies of Purchase/Delivery Order, Inspection release note etc are enclosed confirming the experience of manufacturing the quoted item s. | <input type="checkbox"/> |
| 10.0 | Confirm Payment terms as per Section IV "Payment terms". | <input type="checkbox"/> |
| 11.0 | Confirm Guarantee as per clause 20 of GCC-Goods | <input type="checkbox"/> |
| 12.0 | Confirm Delivery period as per Section-I IFB Clause no. 4. | <input type="checkbox"/> |
| 13.0 | Bidder shall submit Performance Bank Guarantee as per clause 12 of GCC and clause 12.0 of SCC. | <input type="checkbox"/> |
| 14.0 | Bid Validity shall be as per Section-I IFB clause 13.0 Bid Validity. | <input type="checkbox"/> |

SEAL AND SIGNATURE OF BIDDER



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**DECLARATION
(ON BIDDER'S LETTER HEAD)**

We confirm that we are not under any liquidation, court receivership or similar proceedings.
We also confirm that we have not been banned or de listed by any Government or Quasi Government agencies of PSU or any CGD Company for the tendered product /services.

SEAL AND SIGNATURE OF BIDDER



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**ATTACHMENT VIII
SCHEDULE OF RATES (SOR)**



**CITY GAS DISTRIBUTION PROJECT
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PREAMBLE TO SCHEDULE OF RATES

- 1.0 The Schedule of Rates (SOR) shall be read in conjunction with all other sections of the Bid Document.
- 2.0 The Bidder is deemed to have studied the drawings, specifications, Special Conditions of Contract (SCC), General Conditions of Contract (GCC) and details of works to be done within the Time-schedule specified in the Bid document and should have acquainted himself of the conditions prevailing at Project-site.
- 3.0 All duties and Taxes, GST and other levies or any other statutory payment payable by the bidder for supply of goods / material at AGL Warehouse shall be included in the SOR.
- 4.0 Bidders must submit firm prices for all the items of SOR. Bids of all such Bidders not complying with this requirement shall not be accepted.
- 5.0 Bidders shall quote as per the items of SOR only. No comment, explanation or Clarification in SOR is acceptable.
- 6.0 The quantities specified in SOR are tentative and shall be used to evaluate the Bidder's position. AGL does not make any commitment for quantities to be ordered on daily or monthly basis; and payments shall be released for actual quantities ordered and supplied/executed.
- 7.0 No claim shall be entertained during the currency of the contract towards any item due to the above including where the Bidder/ contractor has quoted low / high prices.
- 8.0 All items of work mentioned in the SOR shall be carried out as per the specifications, drawings and instructions of Employer and the Prices are deemed to be inclusive of costs towards material, consumables, labour, supervision, tools & tackles and detailing of construction/ fabrication drawings, isometric wherever required as called for in the detailed specifications and condition of the Contract.
- 9.0 Employer reserves the right to cancel / delete / curtail any item of work if necessary. Such a step shall not be considered as a reason for changing the Prices.
- 10.0 The prices quoted in SOR shall be deemed to include all activities of work mentioned in item-description (short description) of SOR (detailed).

**Name, Signature & Stamp of
Authorized Signatory of Bidder**



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SCHEDULE OF RATES (SOR)

Sr. No.	MDPE Fitting	Unit	Quantity	Unit price Ex-works including cost of imported raw material / components customs duty thereon, Pkg / fwdg. on finished goods. (Excluding GST)	Per Unit GST on Column 5	Per unit FOT site Price Inclusive of all taxes & duties (Including GST) Col (5+6)	Total FOT Project site Price inclusive of all taxes and duties (Including GST) Col (7X4)
1	2	3	4	5	6	7	8
1	PE Elbow 32 mm 45 ° (PE 100)	Nos	35				
2	PE Elbow 32 mm 90° (PE 100)	Nos	141				
3	PE Elbow 63 mm 45 ° (PE 100)	Nos	73				
4	PE Elbow 63 mm 90 ° (PE 100)	Nos	95				
5	PE Elbow 125 mm 45 ° (PE 100)	Nos	18				
6	PE Elbow 125 mm 90 ° (PE 100)	Nos	22				
7	PE Coupler 20 mm (PE 100)	Nos	3618				
8	PE Coupler 63 mm (PE 100)	Nos	532				
9	PE Coupler 125 mm (PE 100)	Nos	273				
10	PE Coupler 180 mm (PE 100)	Nos	33				
11	PE Equal Tee 20 mm (PE 100)	Nos	148				
12	PE Equal Tee 32 mm (PE 100)	Nos	47				
13	PE Tapping Tee 125 x 32 mm (PE 100)	Nos	18				
14	PE Tapping Tee 125 x 63 mm (PE 100)	Nos	28				
15	PE End cap 20 mm (PE 100)	Nos	330				
16	PE End cap 32 mm (PE 100)	Nos	65				
17	PE End cap 125mm (PE 100)	Nos	19				
18	PE Transition Fitting 20 x 1/2" (PE 100)	Nos.	470				

GRAND TOTAL (INCLUDING GST) (IN FIGURES) Rs.

GRAND TOTAL (INCLUDING GST) (IN WORDS) Rs.

NOTES:

1	Bidder to quote prices in each column and ensure that total prices quoted are for complete scope as per terms & conditions of Tender documents.
2	Bidder to note that in case of discrepancy in unit & total price, the unit price of item shall prevail.
3	Quoted prices shall be inclusive of all internal testing and Third Party Inspection as per approved QAP.
4	GST Shall be payable extra at actuals.
5	All insurance charges up to handing over to AGL will be in the scope of bidder.

Name of Bidder :

Seal and Sign of Bidder



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ATTACHMENT IX
PACKING AND MARKING & SHIPPING



**CITY GAS DISTRIBUTION PROJECT
ARC FOR PROCUREMENT OF MDPE FITTINGS
TENDER NO. AGL/0427/T2/MDPE FITTINGS/05-2023**

**PACKING, MARKING, SHIPPING AND DOCUMENTATION
SPECIFICATIONS FOR INDIGENOUS MATERIALS**

1.0 GENERAL

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

2.0 PROJECT

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

3.0 PACKING

- 3.1 The packing specifications incorporated herein are supplementary to the internal and external packing methods and standards as per current rules of IRCA goods tariff Part-I. All packing shall be done in such a manner so as to reduce volume as much as possible. Fragile articles should be packed with special packing materials depending on the type of materials.
- 3.2 Items shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural materials, etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.
- 3.3 All delicate surfaces on equipment/materials should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.4 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.
- 3.5 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and equipments shall be identified with two erection markings with minimum lettering height of 15 mm. Such marking will be followed by connection numbers in indelible ink/paint. A copy of the packing list shall accompany the material in each package.
- 3.6 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden discs on the flanges.
- 3.7 Wherever required, equipments/materials/instruments shall be enveloped in polyethylene bags containing silica gel or similar dehydrating compound.

3.8 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/material.

One copy of the detailed packing list shall be fastened outside the package in waterproof envelope and covered by metal cover.

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

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

4.0 MARKING

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

PURCHASER
PROJECT
DEST
INATION

Delivery Order No..... Net
Wt..... Kgs Gross W t..... Kgs.
Dimensions.....X.....X.....CM.
Package No. (Sl. No. of total
packages)..... Seller's Nam
e.....

4.2 Additional marking such as 'HANDLE WITH CARE', 'THIS SIDE UP', 'FRAGILE' or any other additional indications for protection and safe handling shall be added depending on the type of material.

4.3 Specific marking with paint for 'SLINGING and 'CENTRE OF GRAVITY' should be provided for all heavy lifts weighing 5 Tons and above.

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

Bidder's Seal & Sign:



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5.0 SHIPMENT

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

5.2 Dispatch By Road

- (a) The Seller shall be responsible for dispatch of materials on DOOR-DELIVERY basis through a reliable Bank-Approved transport company unless otherwise the transport company is named by PURCHASER.
- (b) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to Engineer In charge., AGL

5.3 Dispatch by Rail

5.3.1 The SELLER shall be responsible for:

- (a) Dispatch by the shortest possible route. The Seller shall as far as possible, Dispatch the materials by the fastest goods train like QTS, Super Express Goods, etc. wherever such facilities exist.
- (b) Correct classification of goods and freight charges.
- (c) Obtaining clean Railway Receipts without any qualifying remarks.

Should there be any restriction for movement by a particular route, the Railway authorities should be requested to move goods by the next alternative route, subject to prior consent of Engineer In charge, AGL.

5.3.2 As "SMALLS"

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

SELLER should obtain from the Railway, the particulars of wagon in which the "Smalls" have been loaded, station at which sealed, train Number and date/time of movement and transmit the same to the Engineer In charge, for monitoring their movement.

5.3.3 As Wagon Loads

Consignments, though of lesser weight, but otherwise constituting a "wagon load" by volume should be dispatched as "wagon load" paying the freight applicable to a minimum



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wagon load or at the smalls rate, whichever is advantageous, as per Rule-164 of IRCA Goods Tariff Part-I (Vol.I).

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

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

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

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

5.4 Shipment by Air

Wherever SELLER is instructed by PURCHASER to airfreight any material, the SELLER shall take prompt action for the same. Immediately after air shipment is effected, the Seller shall intimate by Fax / Email, the details of airway bill number and date, flight number, number of packages etc. to the Engineer In charge, AGL.

5.5 Destination

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

5.6 Advance Information

Immediately after a shipment is made, SELLER shall send advance information as to the particulars of materials, value, Delivery Order Number, date of Dispatch, railway receipt number, wagon number/goods consignment note number, truck number, name of transport company and their destination office/associate's address etc./Airway Bill Number and flight details by way of Fax / E-Mail to Engineer In charge and Engineer – C&P, AGL.



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5.7 Transmission of Dispatch Documents

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

The SELLER shall be responsible for any delay in clearance of the consignment at destination and consequent wharf age / demurrage, if any, due to delay in transmittal of the Railway Receipt, Consignment Note/Air Way Bill.

Copies of such Dispatch advise together with 2 copies of invoices and packing lists shall be simultaneously distributed to PURCHASER's (HO & Site).

6.0 TRANSIT RISK INSURANCE

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

7.0 DESPATCH THROUGH APPROVED TRANSPORTERS

All materials shall be dispatched through any bank approved transporter.