



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE



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

CITY GAS DISTRIBUTION PROJECT

TENDER DOCUMENT

FOR

ANNUAL RATE CONTRACT

FOR

SUPPLY OF CNG STORAGE CASCADE

E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]

OPEN DOMESTIC COMPETITIVE BIDDING

ISSUE DATE: 26.12.2025

Date & Time for online submission duration of Technical Bid & Price Bid at MSTC Portal:

Important Dates

Online Pre-Bid Clarification Duration	26/12/2025 to 09/01/2026
Physical Pre-Bid Meeting at AGL HO, Indore	06/01/2026 (11:00 Hrs.)
Date of Start (Live) for Online Submission of Tender	16/01/2026 (12:00 Hrs.)
Last Date & Time of Submission of Tender	27/01/2026 up to 16:00 Hrs.
Date & Time of Opening of Un-Priced (Technical) Bid	27/01/2026 up to 16:30 Hrs.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

BASIC INFORMATION OF TENDER

e-Tender Number	E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18 [CNG CASCADE]
Mode of Tendering	ONLINE e-Procurement System through https://www.mstcecommerce.com/eproc/ of MSTC Ltd.
Title	Procurement of CNG Storage Cascade
Description	ARC FOR SUPPLY OF CNG STORAGE CASACDE
Tender Type	Public
Bid Type	Two Bid
Evaluation Criteria	Event Wise
Date of NIT available to firms to download	26-December-2025
Online Pre-Bid Clarification Duration	Start Date & Time: 26 Dec 2025 18:00 Hrs. End Date & Time: 09 Jan 2026 18:00 Hrs.
	<p>The e-procurement shall also have the event of online pre-bid meeting duration as detailed mentioned above. For Technical/Commercial clarification(s) (if any), they may bring to the attention of officials of AGL. The queries raised during online Pre-Bid meeting duration shall be replied on line. In the interest of bidder(s), they are also requested to go through the final technical specifications and other terms & conditions, based on the clarifications given during the pre-bid meeting duration and accordingly submit online tender.</p> <p>Query (if any) shall be clarified during online pre-bid meeting, only. After closing of online pre-bid meeting duration, no further queries shall be entertained.</p> <p>Based on the replied queries, Corrigendum may be issued on the MSTC website, which is to be digitally submitted as integral part of the bid.</p> <p>All entries in the tender should be entered in online mode without any ambiguity.</p>
Offline Pre-Bid meeting Date & Time	Bidders also has an option of attending a physical pre bid meeting at AGL, HO Indore Dated 06.01.2026 from 11:00 Hrs. to 12:00 Hrs.
Earnest Money Deposit (EMD) :	<p>EMD- Rs. 13.15 Lakh in form of DD or Bank Guarantee. Tender Fee: -Nil Account & other details (if required) are mentioned below: Aavantika Gas Limited Bank Name: ICICI Bank Limited Bank IFSC: ICIC0000041 Bank A/c No.: 004105013583 Bank Address: ICICI BANK LTD, MALAV PARISAR,4 CHOTI KHAJRANI, A.B. ROAD.INDORE 452008 (M.P), INDORE (Note:- For Participation in Tender, the Tender Fee has been waived off, however Tender processing charges of MSTC is applicable as per "Special Note towards Transaction fee" of MSTC mentioned in NIT MSTC instruction to bidders Sr. No. 2, Page no. 5 of Tender Document)</p> <p>Bidders registered with NSIC/MSME under its single point registration scheme are exempted from furnishing Bid Security. NSIC / MSME certificate (updated & valid as on due date of submission to be submitted) shall be duly attested by CHARTERED ACCOUNTANT (CA) AND NOTARY PUBLIC WITH LEGIBLE STAMP.</p> <p>NOTE: Bidder to upload the copy of EMD or NSIC/MSME Certificate along with the technical part, however copy of the same uploaded document is to be submitted in a separate envelope scribed with the Tender number, Tender Subject, Name of the bidder and Bid due date in physical form within 7 (Seven) days from the due date of submission of bid at the communication address: (PLEASE NOTE THAT CUTOUT SLIP TO BE PASTED OUTER OF THE EMD ENVELOPE WHICH IS ATTACHED AS PAGE No. 08)</p>



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

	Ch. Manager (Contract & Procurement Dept.) Aavantika Gas Limited 202-B, NRK Business Park, Vijay Nagar Square, Indore-452010 (M.P) Phone: 0731-4222520
Date & Time of Starting of e-tender for online submission of Technical Bid & Price Bid at https://www.mstcecommerce.com/eproc/	16-January-2026 12:00 Hrs.
Date of Closing of e-tender for submission of Technical Bid & Price Bid	27-January-2026 (16.00 Hrs.)
Date & time of opening of Un-Priced Bid/ Technical Bid Date of opening of Part II i.e. price bid shall be informed separately. [Under unforeseen circumstances, if the due dates (i.e Date & time of opening of Part-I) fall on holiday, the same will be opened on the next full working day at the same time].	27-January-2026 (16.30 Hrs.)
Submission of Tender Document	Only digitally signed copy of all Tender documents will be accepted. Bids submitted in any other form will not be accepted and entertained by AGL and will not be considered for evaluation purpose.
Delay in Submission of online Tender Document	AGL will not responsible for any delay in submission of online tender documents for any reason, whatsoever.
Good Practices	<ul style="list-style-type: none"> Bidders are advised to submit their online bids timely. Do not wait for last time and avoid last minute of submission. Bidder has to submit copy of EMD (DD/BG) in physical form within seven (07) days from the due date of submission; however Bidder shall try to TIMELY SEND THE COPY OF EMD TO AGL OFFICE

NOTE:

- BIDDERS SHALL ENSURE THAT ALL DIGITALLY SIGNED DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ALONG WITH THE ORIGINAL BID.**
- UPLOADED ATTESTED & NOTORIZED COPY OF EMD/NSIC/MSME CERTIFICATE TO BE SEND TO AGL OFFICE IN A SEPRATE ENVELOPE SCRIBED WITH THE TENDER NUMBER, TENDER SUBJECT, NAME OF THE BIDDER & BID DUE DATE WITHIN 7 (SEVEN) DAYS FROM THE DUE DATE & TIME OF SUBMISSION OF BID. PLEASE NOTE THAT CUTOUT SLIP TO BE PASTED OUTER OF THE EMD ENVELOPE. THE AGL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL THE PROPOSALS IN WHOLE OR PART WITHOUT ASSIGNING ANY REASONS.**
- INITIAL STEP FOR ONLINE BIDDING THROUGH MSTC PORTAL IS THAT VENDORS HAVE TO GET REGISTERED IN MSTC PORTAL FOR PARTICIPATING IN ANY UPLOADED AGL E-TENDER. FOR MORE INFORMATION, VENDORS CAN DOWNLOAD VENDOR REGISTRATION GUIDE THROUGH MSTC Portal "<https://www.mstcecommerce.com/eproc/> > Vendor Login > Register > Registration Guide".**



**KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED
AGAINST THIS TENDER**

Website for Online bid Submission: <https://www.mstcecommerce.com/eproc/>

Prior uploading all the Techno-Commercial PDF Tender Documents on MSTC website please ensure that all the documents should be Digitally Signed.

Vendor to Sign (Digital) in the given below box area----->

PRE-BID MEETING & QUERIES

Online Pre-Bid queries duration shall be as per the dates mentioned on the Page No.1 of this Tender Document, Also bidder(s) or his official representative has an option to attend an offline pre-bid meeting which will take place as per the date mentioned on Page No.1 of this Tender Document.
Bidder(s) queries if any, must send your queries online through MSTC Portal prior to pre-bid meeting duration end date as per the date mentioned on Page No.1 of this Tender Document.

BID CLARIFICATION AFTER OPENING OF TECHNICAL BID

Important Note: Bidders are strictly advised to upload all the documents along with their bid itself by the due date and time. In the absence of requisite documents submitted along with their bid, AGL reserves the right to evaluate the bids as per the submitted documents only and reject the bid without making any reference to the Bidder.

For any queries/clarification after opening of Technical-Bid, AGL will send only online queries to bidder through MSTC Portal and Bidder has to insure that he will reply the AGL queries online, through MSTC Portal only. No any queries/clarification/reply will be communicated / accepted through email.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
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**AAVANTIKA GAS LIMITED
(A JOINT VENTURE COMPANY OF GAIL & HPCL)**

CITY GAS DISTRIBUTION PROJECT IN
INDORE, UJJAIN, PITHAMPUR & GWALIOR
NOTICE INVITING TENDER (NIT)

MSTC INSTRUCTIONS TO BIDDERS:

This is an e-Procurement event of **Aavantika Gas Limited**. The e-Procurement service provider is MSTC Ltd., 1st Floor, Tilhan Sangh Bhawan, 1 Arera Hills MPOILFED Building Bhopal-462004 (Madhya Pradesh).

1	<p>Requirement for Vendors: P.C. connected with Internet. Registration with MSTC Portal "https://www.mstcecommerce.com/eproc/" as vendor. Registration is free of cost. The Vendor should possess Class III signing & encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/AGL in no way responsible for this. (Bids will not be recorded without Digital Signature). In case of any clarification, please contact MSTC/AGL (well in advance before the schedule closing time of the e-Tender).</p> <p>CONTACT PERSON at MSTC LTD for Online Assistance:</p> <p>1) MSTC IVRS Helpdesk number: 07969066600 2) Centralized Helpdesk: 033-23400020, 033-23400021, 033-23400022 3) MSTC Bhopal Office numbers: 0755-2552241, 2593772, 2593775, 2593776; 4) Mr. Neeraj Mathur, Dy. Manager, Mob. 8871111473, Email: bplpn4@mstcindia.in, mstcbpl@mstcindia.in,</p> <p>CONTACT PERSON at Aavantika Gas Limited:</p> <p>1) Mr. Anurag Singh, Engineer: Mobile – 86006 90470 / Email: anurag@aglonline.net cp@aglonline.net 0731-4222520 2) Mr. Himanshu Shrivastava, Mngr, Mobile – 9131099726 / Email: himanshu.s@aglonline.net Mr. Varender Sharma, Ch Mngr: Mobile – 9888925792 / Email: varender.sharma@aglonline.net</p>
2	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link in the vendor login. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized vendor to submit the bid. <u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
3	<p>Vendors are instructed to use "My Document" link in "EVENT" menu to upload all scanned copies of documents viz. testimonials, registration certificates etc. in document library. Hard copies of bidding document will not be considered for evaluation. Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link for respective eTender.</p>
4	<p>a) Technical Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. b) Price bid will be opened electronically of only those bidders(s) whose Technical Bid is found to be technically acceptable. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.</p>
5	<p>SPECIAL NOTE:</p> <p>a. Bidders are required to ensure that their registered email ID, provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). b. Bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties. c. Bidders are also requested to download vendor guide available in login under link "Download Guides" and study the same and post their queries, if any, to MSTC over e-mail well in advance. d. Bidders are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance & not in the closing stage.</p>



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

6.0 AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S):

1) **AGL's Tender Website –**

http://www.aglonline.net/index.php?option=com_content&view=article&id=32&Itemid=59

2) **MSTC Tender Website – https://www.mstcecommerce.com/eproc/event_list.jsp**

Note - Bidders are requested to visit the website regularly to keep themselves updated.

Bid must be submitted only on <https://www.mstcecommerce.com/eproc/> Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive and subject to provisions contained in Instructions to Bidders.

7.0 All entries in the tender should be entered in online Technical & Commercial formats on the website of MSTC (e-procurement service provider) without any ambiguity.

8.0 Technical bid will be opened online on specified date and time (Unless Extended by AGL) as given in NIT.

9.0 Bidders are instructed to use **Upload Documents** link in **Document Library** to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for uploading is 5 MB.

Once documents are uploaded in the library, bidders can attach them through Attach Document link against the particular tender. Please note that if documents are not attached to any tender, the same cannot be downloaded by AGL and it will be deemed that vendor has not submitted the documents. For further assistance, follow instructions of vendor guide.

10.0 All notices and correspondence to the bidder(s) shall be sent by email only, till finalization of tender takes place by AGL as well as by MSTC. Hence, the bidders are required to ensure that email address provided by them is valid and updated with MSTC (i.e. service provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

11.0 (a) At any time prior to the deadline for submission of online tender, the AGL may for any reason, modify the Tender. Please note that there is no provision to take out list of parties downloading the RFP/ tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of opening to ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. The responsibility of downloading the related corrigendum, if any, will be of the bidder only.

(b) Intimation in respect of corrigendum to this NIT (if any) will be sent through email to tenderer(s) who have downloaded the documents from the website. Please see also website <https://www.mstcecommerce.com/eproc/> of MSTC Ltd. The AGL reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons.

12.0 E-tender cannot be accessed after the due date and time mentioned in NIT.

13.0 Bidding in e-Tender

- 1) Bidder to upload the copies of EMD/MSME/NSIC along with the technical part, however original copy of the same to be submitted in physical form within 7 (Seven) days from the due date of submission of bid. Refund of EMD in case of submission of DD will be made through e-payment or manual cheque (As per Tender terms).
- 2) The process involves Electronic Bidding for submission of Technical bid as well as Priced / Commercial bid.
- 3) Only those bidder(s) who have submitted the above fees can submit their Technical and Commercial bid through internet in MSTC website: www.mstcecommerce.com.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

- 4) In all cases bidder should use their own ID and password along with Digital Signature at the time of submission of their bid.
 - 5) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - 6) The e-tender floor shall remain open from the pre-announced date & time till the date and time as mentioned above in Notice Inviting Tender.
 - 7) All electronic bids submitted, using valid Digital Signing Certificate, during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and the acceptance of the same by AGL (Buyer) will form a binding contract between Buyer and the Bidder for execution of work. Such successful tenderer shall hereafter be called VENDOR.
 - 8) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.**
 - 9) AGL reserves the right to cancel or reject or accept or withdraw or extend tender in full or part as the case may be without assigning any reason thereof.
 - 10) No deviation from the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.
 - 11) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/ tender document.
- 14.0** During pre-qualification and evaluation of the e-tender, the AGL may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the AGL.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

CUT-OUT SLIP

(Outer Envelope / EMD/MSME/NSIC)

CLIENT	: AGL, INDORE
PROJECT	: CITY GAS DISTRIBUTION PROJECT
BID DOCUMENT NO. WORK	: AGL/Head Office/Contract and Purchase/18/25- 26/ET/18 [CNG CASCADE]
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:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

COVERING LETTER FORMAT IN BIDDER'S LETTERHEAD

Bidder Ref No.

Date:

To,
Manager
Contracts and Procurement Dept.
Aavantika Gas Limited
Second Floor 202-B, NRK Business
Park, Vijay Nagar Square, AB Road,
Indore-452010 Tel- +91 (731)
4222520

Tender No. AGL/Head Office/Contract and Purchase/18/25-26/ET/18 [CNG CASCADE]

Subject: Letter of Bid Submission against Tender No. **AGL/Head Office/Contract and Purchase/18/25-26/ET/18 [CNG CASCADE]** for ARC FOR SUPPLY OF CNG STORAGE CASACDE.

Dear Sir,

With reference to above mentioned subject, please find enclosed herewith our Bid on behalf of "**BIDDER'S COMPANY NAME**", along with Tender documents and below enclosures as required for the Bid;

1. (Document Name e.g. EMD details, Bidder's General Information) 2.
3.
4.
5.
6.
7.

Thanks and Regards,

Submitted By: - "**BIDDERS COMPANY NAME**"
Authorized Person: - Designation



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

TABLE OF CONTENTS

S.No.	Section	Particulars
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Instructions to Bidders (ITB)
3.	SECTION – III	General Condition Of Contract – (GCC Goods)
4.	SECTION – IV	General Condition Of Contract – (GCC Works)
5.	SECTION – V	Special Condition of Contract – (SCC) and Payment Terms
3.	SECTION – VI	Scope of Work and Technical Specification
7.	SECTION – VII	Forms and Format
8.	SECTION – VIII	Schedule Of Rates (SOR)
9.	SECTION – IX	PACKING AND MARKING & SHIPPING



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**SECTION I
INVITATION FOR BID (IFB)**



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Aavantika 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, Pithampur and Gwalior cities of Madhya Pradesh. AGL invites sealed bids under single stage two Bid system from eligible bidders for E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18 [CNG CASCADE] for ARC FOR SUPPLY OF CNG STORAGE CASACDE as detailed in Tender document.

- 1.0 PROJECT CITY GAS DISTRIBUTION PROJECT FOR INDORE, UJJAIN & GWALIOR
- 2.0 QUANTITY REQUIRED MENTIONED IN SCHEDULE OF RATES (SOR)
- 3.0 SCOPE OF WORK ARC FOR SUPPLY OF CNG STORAGE CASCADE
- 4.0 **CONTRACT PERIOD** This shall be an Annual Rate Contract valid for Two (02) Years from the date of award of contract/PO.

REQUIRED DELIVERY FROM THE DATE OF ISSUANCE OF DELIVERY ORDER (DO) SHALL BE AS FOLLOW:

Sr. No.	Item Description	Location	Unit	Quantity Required	Delivery period from the date of Each Delivery Order (DO) (PO in SAP)
1	Supply of 3000 WLC CNG Storage Cascades	Indore GA/Gwalior GA	Nos	38	10 weeks

- 5.0 BID VALIDITY 4 MONTHS FROM BID DUE DATE.

- 6.0 **BID SECURITY / EMD** Rs. 13.15 Lakh in form of DD or Bank Guarantee

The bid security shall be in the form of Demand Draft or Bank Guarantee in favour of Aavantika Gas Limited, Indore (India), valid for 2 months in excess of bid validity period i.e. for 6 months in the prescribed format (Form F-4) of the bid document.

Bidder to upload the copy of EMD along with the technical part, however original copy of the same to be submitted in physical form within 7 (Seven) days from the due date of submission of bid. Refund of EMD may be through e-payment or manual cheque.

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

(Contract & Procurement Dept.)
Aavantika Gas Limited
202-B, NRK Business Park,
Vijay Nagar Square, Indore-452010 (M.P)
Phone: 0731-4222520

PLEASE NOTE THAT CUTOUT SLIP (ATTACHED IN THIS TNDER DOCUMENT-PAGE NO. 8) TO BE PASTED OUTER OF THE EMD ENVELOPE.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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

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

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

- 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.
- Bidder shall ensure that Bid Security having a validity of 2 months beyond the offer validity, i.e. validity of 6 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.
- Bids complete in all respects should reach on or before the BID DUE DATE AND TIME. Fax/ Telegraphic/ E-Mail bids shall be rejected.
- AGL shall not be responsible for cost incurred in preparation and delivery of bids.
- 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 Specifications mentioned in the Tender Document will be rejected.
- AGL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

9 BID EVALUATION CRITERIA (BEC) & BASIS OF EVALUATION:

9.1 TECHNICAL:

- Bidder should have a valid BIS Manufacturer certificate of CNG cylinders having fabrication/testing/quality assurance facilities in India.
- Bidder should have a valid PESO certificate proving that they are manufacturer of CNG Cascades/Cylinders.
- The bidder should have engineered, manufactured, assembled, tested and supplied at least Ten (10) Nos of 3000 WLC or more than 3000 WLC CNG/CBG storage cascades (handling CNG/CBG at 255 bar pressure) similar to the quoted cascades in maximum two Orders in any CGD company in India during last Five (05) Years reckoned from bid due date.

* Multiple Purchase Orders / Contracts issued against a Single Tender process will be considered as a single Purchase Order / Contract.

SUPPORTING DOCUMENTS & SPECIAL CONDITIONS:

- a. Bidder to submit valid BIS Manufacturer certificate of CNG cylinders having fabrication/testing/quality assurance facilities in India.
- b. Bidder to submit a valid PESO certificate proving that they are manufacturer of CNG Cascades/Cylinders.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- c. In support of BEC Technical Criteria, Bidder to submit copy of Order of Award and its Inspection Release Note (IRN)/Completion Certificate issued by the client. The Inspection Release Note (IRN) / Completion Certificate should have cross reference to the Order of Award and Number of Cascades.

9.2 FINANCIAL:

Turnover:

The Bidder should have achieved a minimum annual turnover of **Rs. 164 Lakh** in any one of the last 3 (three) audited financial years.

Working Capital:

The bidder should have achieved a minimum working capital of **Rs. 33 Lakh** in last audited *balance sheet*.

Net Worth:

Net worth of the bidder must be positive as per latest audited financial statement.

Bidder must submit copy of financial statements including Balance Sheet and Profit & Loss account statement certified by Chartered Accountant for last three audited financial years in support of the above.

Declaration Letter/Certificate for line of credit (If the bidder's working capital is inadequate):

- i) *Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder.*
- ii) *The bank shall be required to issue the letter from declaration/certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc. The Format for certificate from Bank for Line of Credit is attached as Form-3C.*

AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF BEC:

Technical Criteria of Bid Evaluation Criteria (BEC):

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

Financial Criteria of Bid Evaluation Criteria (BEC):

Bidder shall submit "Details of financial capability of bidder" in prescribed format 'F-03' duly signed and stamped by a chartered accountant.

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

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

All documents in support of BEC should be scanned and uploaded in the e tendering portal. In absence of requisite documents, AGL reserves the right to reject the bid without making any reference to bidders.

9.3 BASIS OF EVALUATION:

EVALUATION AND COMPARISON OF BIDS:

- a. Evaluation shall be done on overall lowest Basis at least cost to the Purchaser.
- b. If the quoted amount of two or more L-1 ranked bidders are same, then order will be awarded to that L-1 bidder whose Turnover as per Last Audited Balance Sheet will be higher.

10 CONTRACT PERIOD:

This shall be an Annual Rate Contract valid for Two (02) Years from the date of award of contract.

DELIVERY PERIOD:

Delivery period shall be 10 weeks from the date of issue of each Delivery Order (DO) (PO in SAP)



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**SECTION II
INSTRUCTION TO BIDDERS (ITB)**



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Introduction

1 SCOPE

- 1.1 The Owner/ Consultant invites online bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- 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. Owner 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 Owner to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out LMC and Pipe Laying 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 Owner/ Consultant in accordance with ITB.
- 2.4 The bidder should not have been put on holiday or black listed by Owner or any Government Department/ Public Sector.

3 ONE BID PER BIDDER

- 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified. If bid of companies which is managed & controlled by same group of individual (common owners/ proprietor, common partner/ common directors), the participation in a particular tender by more than one such bidder will not be allowed and bids will be disqualified.
- 3.2 Also, if this fact is known at a later stage during bid evaluation or even after finalization of contract, the award will be made null and void and appropriate action including forfeiting of security deposit in any form and putting the firms on holiday list will be taken.

4 COST OF BIDDING

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Owner 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 document is non-transferable. Bid received from the bidders in whose name bid document fee has been submitted shall only be considered. Bidder must submit the bid document fee in their name. Bid document fee shall be submitted by the bidder as defined in tender document.

**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

6 SITE SURVEY

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparation of the bid and entering into the Contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder and any of his personnel or Agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

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 Instructions To Bidders (ITB):

S.No.	Section	Particulars
1.	Section – I	Invitation for Bid (IFB)
2.	Section – II	Instructions to Bidders (ITB)
3.	SECTION – III	General Condition Of Contract – (GCC Goods)
4.	SECTION – IV	General Condition Of Contract – (GCC Works)
5.	SECTION – V	Special Condition of Contract – (SCC) and Payment Terms
6.	SECTION – VI	Scope of Work
7.	SECTION – VII	Forms and Format
8.	SECTION – VIII	Schedule Of Rates (SOR)
9.	SECTION -IX	PACKING AND MARKING & SHIPPING

- 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 the Owner and / or the Consultant as the case may be, in writing or by cable (hereinafter, the term 'cable' is deemed to include electronic mail and facsimile) at the address indicated in the tender. The Owner / Consultant will respond in writing to any request for clarification of the bid documents which it receives after issue of the bid documents but prior to at least two (02) working days before the pre-bid meeting date. Written copies of the Owner's/ Consultant's response will be sent to bidder from whom query is received through e-mail only. All such clarifications issued shall deem to form a part and parcel of the Bid documents.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the deadline for submission of bids, the Owner / Consultant, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bid documents by issuing addenda and or Corrigendum.

- 9.2 Any addendum /corrigendum thus issued shall be part of the bidding documents pursuant to ITB Clause- 7.0 and shall be hosted on the websites as mentioned in IFB before bid due date. All the prospective bidders who have attended the Pre-Bid meeting, shall be informed by email only about the addendum/ corrigendum for their reference.
- 9.3 Bidders desirous to submit its bid have to take into consideration of all the addendum(s) / corrigendum (s)/ clarifications to bidder query before submitting the bid.
- 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.
- 9.5 In order to allow prospective bidders reasonable time to take care of the addendum/ corrigendum into account in preparing their bids, the Owner/ Consultant, at its discretion, may extend the deadline for the submission of bids
- 9.6 Bidders are advised to visit AGL's websites (www.aglonline.net) time to time to get updated information/ documents.

C. PREPARATION OF 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 Part – I: Un-priced Bid and shall contain the following:

11.1.1.1 Covering letter along with Signed and Stamped copy of complete Bid Document, and Addendum / Corrigendum, if any, to the Tender.

11.1.1.2 Power of attorney/Authorization Letter of the signatory to the bid offer on non-judicial stamp paper

11.1.1.3 Bidder's General Details/ information as per format Form F-1.

11.1.1.4 Bid Security (EMD) as per format Form F-2/MSME/NSIC.

11.1.1.5 Financial Status in Form F -3 A & B

11.1.1.6 No Deviation Form as per Format F – 4

11.1.1.7 Checklist for Agreed Terms & Conditions as per Format F – 5

11.1.1.8 Declaration as per Form F – 6.

11.1.1.9 Declaration as per Form F – 8.

11.1.1.10 Letter of authority in favour of any one or two of Bidder's executives having authority to attend the un - priced and price bid opening as per format F-9.

11.1.1.11 Declaration as per Format F - 12.

11.1.1.13 Documents for meeting BEC.

11.1.1.15 Copy of Un-Priced SOR marked "QUOTED" against the SOR

11.1.2 Part-II : **Online Price Bid – Not to be Opened with Un-Priced Bid**".

Bidder has to quote rate in the Price Format duly available on Bidding floor during submission of Price against the SOR on MSTC Portal.

12 BID PRICES

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Schedule of Rates, the unit prices inclusive of all applicable taxes, duties, freight, Insurance including Transit Insurance, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, liaisoning work, cost for providing tools & tackles, equipments, machineries, spares, etc. but exclusive of GST as specified in tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.3 Bid quoted for part scope is liable to be rejected.
- 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.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for 120 days from the bid due date. Owner 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 Owner 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 Owner 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 drawn in favour of Aavantika Gas Ltd, payable at Indore or in the form of Bank Guarantee as per format F- 2 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with ITB Clause 14.1 and ITB Clause 14.3 may be rejected by the Owner as non-responsive.
- 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 Owner, 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 Work 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- 27.1

**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

14.8 Bid Security must indicate the Bid Document number and the tender name 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 format 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 original and the copy of the bid shall be typed or written in indelible ink. Each page of bid offer shall be stamped and signed by the Bidder or a person or persons duly authorized by competent authority in order to bind the bidder to the contract.

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 (NOT APPLICABLE)

17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:

Part-I – Techno-commercial / Un-priced bid

Part-II- Priced Bid

17.2 Techno Commercial Un-priced Bid (Part - I): Original of Techno – commercial Un-priced Bid and the envelope containing Original Bid Security shall be sealed in one separate envelope superscripting “Techno- commercial Un-priced Bid – “(Item / package name)” (Tender Document No. .)” “Original”. Copy of Techno-Commercial Un-priced Bid along with envelope containing copy of Bid Security shall be sealed in separate envelopes super-scribing “Techno-commercial Un-priced Bid- “(Item/ package name)”” “Copy”. All these envelopes shall be sealed in one separate envelope super scribing “Techno – commercial Un- priced Bid containing original + 1 copy – “(Item / package name)” (Tender Document No.....)”.

17.3 Price Bid (Part - II): Price Bid.

Part – II shall contain one original and one copy of Schedule of Rates duly filled in and sealed in separate envelope superscripting “Price Bid – “(Item / package name)” (Tender Document No. .)” “Not to Open along with Techno – Commercial Un-Priced Bid”.

17.4 Bid Security: Original and one copy shall be sealed in separate envelopes clearly superscripting “Bid Security” “Original” or “Copy” as the case may be. These envelopes shall be further sealed as detailed above.

17.5 The Bidder shall seal the original and copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” All the envelopes shall then be sealed in an outer envelope.

17.6 The inner and outer envelopes shall:

(a) Be addressed to the Owner at the address given in the Tender

(b) Bear the Project name indicated in the Tender, the Invitation for Bids (IFB), and a statement: “DO NOT OPEN,” to be completed with the deadline for submission of bids as specified in the Tender.

**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 17.7 Each of the inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 17.8 If the outer envelope is not sealed and marked as above, the Owner / Consultant will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection.

NOTE: BIDDERS SHALL SUBMIT ALL THE DOCUMENTS WITH PROPER SPIRAL BINDING and HAVING PROPER SERIAL NUMBER.

18 DEADLINE FOR SUBMISSION OF BID

- 18.1 The Bid must be online submitted at MSTC Portal during Bidding period not later than the time and date as specified in IFB.
- 18.2 The Owner 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 Owner 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 Owner after the deadline for submission of bid pursuant to clause no. 18.1 of ITB will be declared "Late" and rejected and may be returned unopened to the bidder at the sole discretion of the Owner/ Consultant.

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 Owner 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

21 BID OPENING (NOT APPLICABLE FOR ONLINE BIDS)

- 21.1 The Owner/ Consultant 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 Owner/ Consultant.
- 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 Owner, 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 19.

21.3 Bids (and modifications sent pursuant to ITB Clause 20) 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 Owner/ Consultant any documents pertaining to its bid is not being acknowledged and relevant portions read out.

21.4 The Owner/ Consultant will prepare a bid opening statement to be signed by all representatives present during bid opening.

22 CLARIFICATION OF BIDS

22.1 During evaluation of the bids, the Owner / Consultant may, at its discretion, ask the Bidder for a clarification of its bid through email only at e-mail ID mentioned in Form F-1. 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 OWNER

23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid it should do so in writing.

23.2 Any effort by a bidder to influence the Owner 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 Owner/ Consultant 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 Owner/ Consultant 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.

24.1.4 The Owner/ Consultant'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 Owner.

24.1.5 The Owner 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 Owner/ Consultant 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 Owner 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:
- i) Bid document fee (Not Applicable)
 - ii) Bid Security (EMD/MSME/NSIC) i.e. non-submission or Bid Security (EMD/MSME/NSIC) not complying with the specified requirements.
 - iii) Submission of Contract Performance Bank Guarantee as per tender.
 - iv) Period of validity of bid.
 - v) Firm & fixed Prices throughout execution of contract.
 - vi) Offer for complete scope of work.
 - vii) Warranty and guarantee for work executed/ defect liability.
 - viii) Resolution of Dispute/ Arbitration clause.
 - ix) Payment terms.
 - x) Contract Period.
 - xi) Prices as per Schedule of Rates.
 - xii) Price reduction schedule provisions.
 - xiii) Penalty / Incentive provisions.
 - xiv) Submission of documents as per clause no. 11 of ITB.
- 25.3 If any Vendor is adjudged as POOR Performer by AGL in preceding 12 Months from tender bid due date, the bid submitted by such vendor will NOT be considered”.

26 OPENING OF PRICE BID

- 26.1 The Bidders whose bids have been found substantially responsive shall be invited to attend the opening of price bids as per methodology given in ITB clause no. 28. 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.
- 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:
- 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;
- If there is a discrepancy between the amount in words and figures, the amount in words will prevail;
- 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 Serial no. 9 of Section I of IFB “Evaluation and Comparison of Bids”

29 PERFORMANCE CAPABILITY

- 29.1 In case of pre-qualification, the Owner / Consultant will determine to its satisfaction whether the Bidders selected have submitted the responsive bid and are 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 capacity of bidder as per qualification criteria in IFB. 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 Owner/Consultant 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

F. AWARD

30 AWARD CRITERIA

30.1 Subject to various clauses of ITB , the Owner will place the order on the successful bidders whose bid have been determined to be substantially responsive and have been selected for award.

31 OWNER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

31.1 Owner reserves the right to increase or decrease the scope of work during the contract period, 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 and shall be used for evaluation purpose only. These quantities are subject to change based on actual requirement. The unit rates agreed with the bidders shall remain fixed and firm throughout contract period i.e. no price adjustment shall be allowed, except variation in rates of certain predefined items as per the details and methodology mentioned in the tender.

31.3 Employer (AGL) shall have full right to divide the job among two or more than two bidders.

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

32.1 Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Owner's action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

33.1 Prior to the expiration of period of bid validity, the Owner 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 Contractor to ensure a Kick - off Meeting within three (03) days of issuance of LOI or as advised by Engineer-in-charge, at AGL office as per the agenda finalised by Owner.

33.4 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Owner will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF WORK ORDER

34.1 Owner will issue the Rate Contract to the successful bidder on receipt of acceptance of LOI, and within 15 days of award of contract bidder shall sign all pages **and** return the acceptance copy of the Contract to the Owner. Order (s) will be issued by Owner as detailed in Clause 30 of ITB.

35 CONTRACT PERFORMANCE BANK GUARANTEE

35.1 Within 15 days of the receipt of the each work order, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.

35.2 Within 15 days from the date of award of the Delivery Order (PO in SAP), 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/defect liability period.

35.3 The Contract Performance Bank Guarantee shall be valid for a period of Three (3) Months beyond the expiry of Contract including the defect liability period.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

35.4 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.

36 CORRUPT AND FRAUDULENT PRACTICES

36.1 The Owner requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Owner 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
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Owner, 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 Owner of the benefits of free and open competition;

36.2 Owner 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 Owner will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Owner 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)

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 Owner 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 Owner to exercise the same at any later date.

39.2 The work will be supervised by Owner'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, Owner 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 Contractor will have to mobilise manpower & equipment as discussed in kick off meeting within 15 days from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.

39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor, during this period, shall not be entitled to any inflation, escalation or revision (except as defined in tender document) 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 Owner 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.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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).
- 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,



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
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, there 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.

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	



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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	

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:

Based on the response of Vendor/Supplier/Contractor/Consultant pertaining to ongoing or completed orders/contracts, concerned Authority as specified in POWO 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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 valuated 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
	POOR	Seek explanation for Poor performance
	FAIR	Seek explanation for Fair performance
	GOOD	Letter to the concerned for improving performance in future
	VERY GOOD	No further action
	EXCELLENT	Appreciation Letter to the concern

- 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.

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E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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 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 subsequence 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.**



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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 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:*

- (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 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.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

- 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 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 subsequence 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.

Bidder seal & sign



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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.
 - 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 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 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).



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**AVANTIKA 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:

Range (Marks)	Rating
60 & below	POOR
61 - 70	FAIR
71 - 80	GOOD
81 - 90	VERY GOOD
MORE THAN 90	EXCELLENT

Signature of Authorized signatory with Name & Designation



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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
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
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

Rejection/Defects	Marks to be allocated on pro-rata basis for acceptable quantity as compared to total quantity for normal cases	10 Marks
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
Number of deviations	No. deviation No. of deviations <=2 No. of deviations >2	5 Marks 2 marks 0 marks



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

iii. RELIABILITY PERFORMANCE

20 MARKS

FOR WORKS / CONTRACTS

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

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

FOR SUPPLIES

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

EIC's (Engineer In Charge) SIGNATURE:

EIC's REMARKS (IF ANY): _____



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC-GOODS)



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

INDEX

Article	Title
1.	Definitions
2.	Seller To Inform
3.	Application
4.	Country of Origin
5.	Scope of Contract
6.	Standards
7.	Instructions, Direction & Correspondence
8.	Contract Obligations
9.	Modification In Contract
10.	Use of Contract Documents & Information
11.	Patent Rights, Liability & Compliance of Regulations
12.	Performance Guarantee
13.	Inspection, Testing & Expediting
14.	Time Schedule & Progress Reporting
15.	Delivery & Documents
16.	Transit Risk Insurance
17.	Transportation
18.	Incidental Services
19.	Spare Parts, Maintenance Tools, Lubricants
20.	Guarantee
21.	Terms of Payment
22.	Prices
23.	Subletting & Assignment
24.	Time As Essence of Contract
25.	Delays in The Seller's Performance
26.	Price Reduction Schedule For Delayed Delivery
27.	Rejections, Removal of Rejected Equipment & Replacement
28.	Termination of Contract
29.	Force Majeure
30.	Resolution of Disputes / Arbitration
31.	Governing Language
32.	Notices
33.	Taxes & Duties
34.	Books & Records
35.	Permits & Certificates
36.	General
37.	Import License
38.	Fall Clause
39.	Publicity & Advertising
40.	Repeat Order
41.	Limitation of Liability



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 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 AGL.
- 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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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 or 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 (PO in SAP), 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 DO 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 of CONTRACT. The proceeds of this Performance Guarantee shall also govern the successful performance of Goods and



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Services during the entire period of Contractual Warrantee/Guaranteee.

- 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/Guaranteee. 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 assemble, test and packing of main EQUIPMENT. If requested, SELLER shall



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**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.
- 19.2.2 Five (05) years services and maintenance & Training support AMC
- 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 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,



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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 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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

		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 order 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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- (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.

45 ABNORMALLY HIGH RATED ITEMS (AHR)

In addition to the provisions of relevant clause of GCC:

"In items rate contract where the quoted rates for the items exceed 50% of AGL's estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- Rates as per SOR, quoted by the Contractor.
- Rate of the item, which shall be derived as follows:

Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses)

IN CASE RATES ARE NOT AVAILABLE IN THE CONTRACT, RATES WILL BE CALCULATED BASED ON PREVAILING MARKET RATES OF MACHINE, MATERIAL AND LABOUR PLUS 15% TO COVER CONTRACTOR'S SUPERVISION PROFIT, OVERHEAD & OTHER EXPENSES.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18 [CNG
CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC WORKS)



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the Owner and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.4 'Consultant' means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer' means an authorized representative of the Owner, if any, to which the Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Owner, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by Owner to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.14 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. Avantika Gas Ltd. (AGL).
- 1.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 1.16 'Site' or 'Owner's stores' means the place or places named in tender document.
- 1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

2 INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that
- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
 - Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
 - Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.
- 3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.
- 3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

4 CONTRACT PERFORMANCE BANK GUARANTEE

- 4.1 Successful bidder shall be required to submit, within fifteen (15) days from date of issue of Letter of Intent/PO, the Contract Performance Bank Guarantee shall be taken as per below mentioned details.

Within 15 days from the date of award of the Delivery Order (PO in SAP), 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 (PO) 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/defect liability period.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 4.2 The Contract Performance Bank Guarantee shall be valid for a period of Three (3) Months beyond the expiry of Contract including the defect liability period.
- 4.3 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.
- 4.4 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever, the contractor shall have the validity of the Contract Performance Bank Guarantee suitably extended to cover the period of delay.
- 4.5 The proceeds of the Contract Performance Bank Guarantee shall be payable to the Owner as compensation for any loss or damage resulting from the Contractor's failure to complete its obligations under the Agreement.
- 4.6 The Contract Performance Bank Guarantee shall be denominated in the currency of the Agreement and shall be in one of the following forms:
- 4.7 A bank guarantee issued by a scheduled / Nationalized bank is acceptable to the Owner, in the form provided in the bid documents. The Contract Performance Bank Guarantee will be discharged by the Owner and returned to the Contractor not later than One hundred eighty (180) days following the date of completion of all the Contractor's performance obligations under the Contract, including any warranty obligations.
- 4.8 The contractor shall submit a written request for release of Contract performance Bank Guarantee, on successful completion of defect liability period.

5 INSPECTIONS AND TESTS (AS APPLICABLE)

- 5.1 The Contractor will submit to Employer the quality assurance plan (QAP) regarding manufacture and testing of all the items required under the Agreement within 30 days of Notification of Award (unless otherwise stated in SCC). Employer will then review the QAP and inform the Contractor, the stages when the Employer/ Inspector/ Engineer would witness the tests and/ or inspect the Goods under manufacturing, beyond which the progress of the specified activity/ manufacturing will not proceed, without written approval.
- 5.2 The Employer or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the requirements of the Agreement at no extra cost to the Employer. SCC and / or the Technical Specifications shall specify what inspections and tests the Employer requires and to the extent feasible, where they are to be conducted. All costs for such inspections and tests except the cost of travel, board and lodge of the Employer's representative / Inspector shall be to the account of the Contractor. The Employer shall notify the Contractor in writing, in a timely manner, of the identity of any such representatives, (if outside of Employer's organisation) retained by it for these purposes.
- 5.3 If any inspected or tested Goods fail to conform to the Specifications, the Employer may reject the Goods, and the Contractor shall either replace the rejected Goods meeting the Specification requirements or make alterations necessary to meet Specification requirements free of cost to the Employer.

6 TRANSPORTATION

- 6.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of free issue material from Owner's store and Transportation to place of work including its coverage for transit insurance.

7 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

- 7.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.
- 7.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

7.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced Goods or item or material shall be extended to a further period of twelve (12) Months from the date of such repair/replacement if put to use immediately or eighteen (18) Months. Defect liability period shall be 12 months from the date of handing over of the system to AGL.

7.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.

8 PRICES

8.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

9 TAXES, DUTIES, ETC.

9.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

9.2 Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

9.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

10 STATUTORY VARIATION

10.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in GST, which shall be reimbursed by Owner against documentary evidence submitted by the Contractor.

11 PAYMENT

11.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge of Owner, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Un-disputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Owner's Engineer-In-Charge within 15 (Fifteen) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer clause in SCC.

11.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

12 SUBCONTRACTING

- 12.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub-assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.
- 12.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.
- 12.3 For any subcontract, the Owner is entitled to demand from the Contractor, for approval of the list of sub- contractors, the Contractor intends to involve and of the orders he may entrust to them. Approval by the Owner cannot give rise to any legal bond between the Owner and the sub-contractors and leaves full responsibility only to the Contractor.
- 12.4 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.

13 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 13.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.
- 13.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:
- 13.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 13.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 13.3 In such events of above sub-clauses:
- 13.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 13.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

- 13.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 13.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- 13.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 13.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

14 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 13

- 14.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 13 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub- clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

15 TERMINATION FOR DEFAULT

- 15.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 15.2 The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.
- 15.3 To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Employer may, in writing, require to be done to safeguard any property or Work, or installations from damage, and the Employer, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh contractor or by other means, at risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such work having to be so taken over and completed by the Employer over and above the cost at the rates specified in the Schedule of quantities and rate / prices.
- 15.4 Without determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the Risk and Cost of the Contractor. The Contractor and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of quantities and rate / prices, occasioned by such work having to be so taken over and completed by the Employer.
- 16 CHANGE IN CONSTITUTION**
- 16.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.
- 17 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE**
- 17.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained
- 18 CONTRACTOR'S OFFICE AND STORE AT SITE**
- 18.1 The CONTRACTOR shall provide and maintain an office and at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.
- 18.2 The contractor shall provide and maintain stores at site with sufficient covered area and lock & key arrangement for receiving, proper stocking and issue/return of all material under his scope of work as defined in the tender document. Further, the contractor shall maintain proper documentation of stocks and receipt & issue of material and update the same on daily basis by deploying dedicated resources as specified by the Engineer-In-Charge. The space so provided shall be in addition to and distinctly separate from the free-issue material by the Purchaser for proper identification and verification of both types of stocks at any time.
- 19 CONTRACTOR TO INDEMNIFY THE OWNER**
- 19.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence of any accident or



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

19.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

19.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.

20 SAFETY REGULATIONS

20.1 In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the Owner indemnified in respect thereof.

21 OTHER AGENCIES AT SITE

21.1 The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to WORK being executed in the above circumstances

22 LIENS

22.1 The OWNER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

22.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

23 TERMINATION FOR OWNER'S CONVENIENCE

23.1 The Owner, by written notice sent to the Contractor, may terminate the Agreement, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of the Contractor under the Agreement is terminated, and the date upon which such termination becomes effective.

23.2 The Goods that are complete and ready for shipment/ dispatch as on the date of Contractor's receipt of notice of termination shall be accepted by the Owner on the terms and prices mutually agreed at that time.

23.3 For the remaining Goods, the Owner may elect:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- (a) To have any portion completed and delivered at the Agreement terms and prices and / or
- (b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor; and/or
- (c) To pay any reasonable and demonstrable otherwise non recoverable expenses incurred by the Contractor.

24 PAYMENT IF THE CONTRACT IS TERMINATED

24.1 If the CONTRACT shall be terminated as per Bid pursuant to Clause no. 15 of GCC, the CONTRACTOR shall be paid by the OWNER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the CONTRACTOR has spent for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by OWNER for payment, based on documentary evidence of his having incurred such expenses.

24.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

- a) Any and all completed works.
- b) Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

25 NO WAIVER OF RIGHTS

25.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

26 PLANNING

26.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to Owner not later than fifteen (15) Days from date of Notification of Award the following:

26.2 A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 26.3 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.
- 26.4 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.
- 26.5 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

27 PROGRESS

- 27.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause 26 shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause 26.
- 27.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances significantly affect the elements that were taken into account when the planning was established.
- 27.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within fifteen (15) Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.
- 27.4 The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

28 WORK IN MONSOON AND DEWATERING

- 28.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 28.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

29 WORK ON SUNDAYS AND HOLIDAYS

- 29.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

30 SETTLEMENT OF DISPUTES

- 30.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 30.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 30.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 30.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of AGL, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to AGL in any manner whatsoever.
- 30.5 The Arbitration proceedings shall be held in Indore and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 30.6 It is hereby clarified that the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.
- 30.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

31 LIMITATION OF LIABILITY

- 31.1 Except in cases of wilful negligence or wilful misconduct, and in the case of infringement, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Contractor to pay PRS to the Owner and the aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

32 GOVERNING LANGUAGE

- 32.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

33 APPLICABLE LAW

- 33.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Indore shall have exclusive jurisdiction.

34 NOTICES

- 34.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

35 INSURANCE

- 35.1 General

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

i) **EMPLOYEES STATE INSURANCE ACT:**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB- CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB- CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB-CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) **WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:**



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

Workmen Compensation, Medclaim policy and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees (except those who are covered in ESI scheme against submission of documentary evidence) policy, who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

ii) **ACCIDENT OR INJURY TO WORKMEN:**

The PURCHASER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the PURCHASER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the PURCHASER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) **TRANSIT INSURANCE**

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to AGL site and or any free issue materials issued by AGL, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

v) **COMPREHENSIVE AUTOMOBILE INSURANCE**

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including PURCHASER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the Ownership of such vehicles.

vi) **Comprehensive General Liability INSURANCE**

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.

The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage's which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage's at Contractor's sole expenses.

i) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual work order.

The policy shall indicate:

1. Work Order No.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

viii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

36 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

36.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

36.2 The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

36.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

37 DATE OF COMING INTO EFFECT

37.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

38 EXECUTION OF WORK

38.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT

39 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

39.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR

40 CARE OF WORKS

40.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN- CHARGE's instructions

41 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

41.2 In such cases, a change order will be initialed by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter

42 OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43 POSSESSION PRIOR TO COMPLETION

43.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

44 SUSPENSION OF WORKS

44.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

44.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT

45 CARE OF WORKS

45.1 Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

45.2 Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

46 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

46.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments upto the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

47 DEFENCE OF SUITS

47.1 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

48 DEDUCTIONS FROM THE CONTRACT PRICE

48.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

49 COMPLETION CERTIFICATE

49.1 Application For Completion Certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

49.3 Completion certificate documents

For the purpose of Clause 49.2 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

50 FINAL DECISION AND FINAL CERTIFICATE



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

50.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER- IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

51 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

51.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

52 CONTRACTOR'S RESPONSIBILITY

52.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

52.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.

52.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.

52.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this matter shall be final and binding on the Contractor.

52.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

53 MODIFICATION IN CONTRACT

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

53.2 Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

54 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

54.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

55 SUB-LETTING OF CONTRACT

55.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organisation by the contractor without written consent of Owner.

56 EMPLOYMENT LIABILITY OF CONTRACTOR

56.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.

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

56.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

56.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

57 COMPLIANCE OF LAWS

57.1 The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

57.2 The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour ("Regulation & Abolition") Act 1970 and Acts made thereafter.

57.3 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.

57.4 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.

57.5 The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

57.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

by his personnel. Disregard to these rules by the Contractor's personnel will lead to the termination of the Contract in all respects and shall face penal / legal consequences.

57.7 Personnel protective items like safety helmets, safety shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However firefighting equipments shall be arranged by Owner.

57.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner. General third party insurance for CNG Station shall be arranged by Owner.

58 THE ENGINEER-IN-CHARGE

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

58.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

58.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.

59 REPATRIATION AND TERMINATION

59.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

59.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.

59.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

60 INDEMNITY

60.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

61 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

61.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working.

Whenever in the opinion of the Engineer-In-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

- 61.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer-In-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-In-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 61.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.
- 61.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

62 JURISDICTION

- 62.1 The contract shall be governed by and constructed according to the laws in force in India and the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

63 FORCE MAJEURE

- 63.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.
- 63.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.
- 63.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides, contractor shall stop the Work. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.
- 63.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

63.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

64 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 I State enactments, in respect of sale of goods I 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 I Rules I 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 I 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.

65 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



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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.

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

66 General Terms & Conditions of contract for Consultancy Services

A STATUTORY LEVIES, TAXES AND DUTIES



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

- 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 I 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 I State enactment, in respect of services covered under this bid shall be to Owner's account, so long as:
 - (i) They relate to the period from the date I 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 I Rules I 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.



SECTION V

SPECIAL CONDITIONS OF CONTRACT (SCC) AND PAYMENT TERMS



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

1. DEFINITIONS AND INTERPRETATIONS

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

1.2 Definitions

Bid Documents shall mean documents issued to the bidder pursuant to IFB and listed in ITB Clause 7.

Effective Date shall mean the date on which Contractor’s obligations will commence and that will be the date of first notification of award i.e. Fax of Intent/Contract/Work Order.

2. INTERPRETATIONS

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

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

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.

2.3 All headings, subtitles and marginal notes to the clauses of the GCC, SCC or to the Specifications or to any other part of Bid 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.

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

3. STATUTORY VARIATIONS IN TAXES

All duties, taxes ,fees, charges , expenses ,etc except where otherwise expressly provided in the contract, as may be levied/imposed in consequence of execution of the work or in relation there to or in connection there with as per Acts, Laws, Rules, Regulations in force shall be in the Contractor’s account.

The base date for the purpose of statutory variation shall be the due date of submission of last price bid. Regarding GST and other Taxes (Considering Input Tax Credit if any) if any, contractor shall submit bills giving break up of tax amount, so that owner can avail the Input Tax Credit benefits as per rule.

4. COMPLIANCE WITH LAW

4.1 Contractor shall abide by all prevailing Laws of India including but not limited to:

Bidder Sign & Seal



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 4.1.1 Apprentices Act.
- 4.1.2 Contract labour (Regulation & Abolition) Act.
- 4.1.3 Employers Liability Act.
- 4.1.4 Environment Protection Act.
- 4.1.5 Factory Act.
- 4.1.6 Industrial Dispute Act.
- 4.1.7 Minimum Wages Act.
- 4.1.8 Payment of Wages Act.
- 4.1.9 Workman Compensation Act.
- 4.1.10 Any other Statute, Act, Law as applicable.

Contractor require to pay the wages as notified time to time by Chief Labour Commissioner (Central) / Ministry of Labour & Employment under Minimum Wages Act 1948.

5. SELLER'S SCOPE

Seller's scope shall include:

- (a) Design / Manufacturing / Testing etc of CNG Storage Cascade as per Material Requisition / Technical Specifications.
- (b) Preparation of quality assurance / quality control programme;
- (c) Obtaining Purchaser's approval.
- (d) Arranging inspection and testing certification.
- (e) Inspection by purchaser / agency designated by purchaser and obtaining Inspection Release Note (IRN).
- (f) Obtaining dispatch clearance.
- (g) Packing and
- (h) Loading on truck / trailer, transportation to designated storage yard for Indian bidder and unloading of material at site / store as designated by the owner.

6. LIEN

Seller shall ensure that the scope of supply / works under the agreement shall be free from any claims of title / liens from any third party. In the event of such claims by any party, seller shall at his own cost defend, indemnify and hold harmless purchaser or its authorized representative from such disputes of title / liens, costs, consequences etc.

7. REJECTION

Any materials / goods covered under scope of supply, which during the process of inspection by appointed third party, at any stage of manufacture / fabrication and subsequent stages, prior to dispatch is found not conforming to the requirements / specifications of the purchase requisition/order, shall be liable for immediate rejection.

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.

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8. LIMITATION OF LIABILITY

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

9. GOVERNING LAW

Laws of India will govern the agreement and Indore courts will have exclusive jurisdiction on all matters related to Agreement.

10. EMPLOYER'S RIGHTS AND REMEDIES

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.

11. QUALITY ASSURANCE / QUALITY CONTROL

- a) 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.
- b) The bidder shall establish document and maintain an effective quality assurance system outlined in recognized codes.
- c) 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.

12. 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 CNG STORAGE CASCADE 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
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.

Bidder Sign & Seal



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

If Vendor wish to engage any other Third party inspection agency then Approval shall be taken from AGL (EIC) subject to successful submission of Requisite documents pertaining to the Inspection of the similar product.

13. CONTRACT PERFORMANCE BANK GAURANTEE

Within 15 days from the date of award of the Delivery Order (PO in SAP), 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/defect liability period.

14. POST ORDER CORRESPONDENCE

All post-order correspondence shall be addressed to:
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

15. PAYMENT TERMS:

- 15.1 90% (GST Compliant Invoice value) of the total supply order price (per CNG Storage Cascade) will be paid against receipt of ordered item(s) by owner at site within 30 days of receipt and acceptance of bills at site against relevant documents as mentioned in order:
1. Invoice in duplicate
 2. Inspection Release note by Owner or his appointed or approved agency.
 3. GR / LR in Original
 4. Packing List
 5. 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.
 6. Performance Bank Guarantee(s) of 10% of Delivery Order Value. If already submitted, a copy of the same.
 7. Document related to Input Tax Credit to be claimed by Owner, if applicable.
 8. Documents as specified in the Technical Specifications / Material Requisitions of the Tender Document.

Bidder Sign & Seal



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

9. Proof of customs clearance including payment of custom duty for imports permitted in the contract, If applicable.
- 15.2 10% of the total supply order price (per CNG storage cascade) will be paid within 30 days of successful completion of Installation, testing & commissioning and acceptance thereof by owner and submission of all technical documents as per tender requirement.
- 15.3 **In case Erection and Commissioning is delayed beyond 3 Months for the Reason not attributable to Vendor**, then balance 10% payment towards supply may be released after 3 Months of receipt of package at site/store.

MODE OF PAYMENT

Payment will be made by way of normal banking channels.

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.

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

Bidder Sign & Seal



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**SECTION VI
TECHNICAL SPECIFICATION**

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**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

1.0 INTRODUCTION

Aavantika Gas limited (AGL) proposes to install CNG refueling outlets in Indore, Ujjain and Gwalior City. For this, AGL is in the process of procuring CNG storage cascades.

This specification along with drawings / documents attached herewith covers requirements for design, engineering, procurement, fabrication / manufacture, assembly, inspection, testing at works and supply, erection, testing & commissioning at site of CNG storage cascades.

2.0 SCOPE

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

3.0 AMBIENT CONDITIONS

- The climatic conditions to be considered for selection, design and derating of equipment shall be as indicated below:
- Design Ambient temp min/max degree C: 4.7°C / 47°C
- Design relative humidity: 94 %
- Design Temp: 50°C
- The equipment offered shall be suitable for smooth, efficient and trouble free service in the tropical climate prevailing at site as indicated above.
- The equipment shall be designed to give efficient and reliable performance under industrial conditions and shall be rendered proof against rodents.

4.0 INSTRUCTIONS TO VENDORS

- This specification describes the technical specification of the equipment to be supplied and/or installed for CNG stations of AGL.
- Various parts of the specification shall be read in conjunction with each other. In cases where requirements given in different parts differ, the most stringent shall govern.
- The specification indicates the scope and requirements completely and clearly as to be extent possible. Any additional work/equipment or technical requirement not mentioned in the specification but required to make the offered system complete in accordance with the specification or required for safe operation shall be deemed to be included in the offer.
- The drawings and reference information mentioned elsewhere in this specification shall be considered as part of this document. Anything specified in this specification but not clearly shown in the drawings, or vice versa shall be treated as indicated in both specification and drawings.
- The Vendors are advised to visit the sites before submission of their offers, to ascertain for themselves type, nature and extent of work involved and actual site conditions. Failure to do so shall not absolve the Vendor of their responsibilities regarding supply, installation, testing, commissioning etc. under their scope of work. Furthermore, no plea of the Vendor based on unfavourable site conditions and/ or non-availability/ lack of information shall be considered.
- It will be the responsibility of the Vendor to comply fully with relevant National/ International standards, Indian Explosives Act, Regulations of Insurance association of

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

India and Factories Act, while supplying materials and/ or carrying out work as per this specification.

- Vendor's responsibility shall also include preparing and submitting all necessary drawings, calculations, test certificate, Bill of Material etc. as required by concerned inspectorate.
- The Vendor, free of cost and without affecting agreed milestones, shall carry out modifications suggested by the statutory bodies.
- The Vendor shall be deemed to have inspected the site area and access and ascertained all conditions affecting the contract. The Vendor shall be deemed to be fully conversant with the complete requirements of the work.
- Civil engineering work i.e. foundation, trenches etc. shall be arranged by Owner. The Vendor shall submit foundation and other drawings indicating requirement of work to be carried out by Owner within two weeks of placement of order. In case the requisite information regarding requirement of slots, holes, pipe and other fixing inserts etc. as required for proper installation of equipment is not indicated by the Vendor within two weeks from placement of order, such facilities shall have to be arranged/ provided by the Vendor at their own cost.
- All work shall be carried out to the satisfaction of the Owner. Any work found to be carried out without the approval of Owner or work which is considered to be unsatisfactory and of poor quality of workmanship shall be rectified by the Vendor without any additional cost.
- The Vendor shall not vary the scope of work as detailed in the approved drawings and specification, without written permission of the Owner. The work shall be done as per approved prints of the drawings only.
- The Vendor shall attend progress meetings and all other meetings called by the Owner. The Vendor's representative shall have the authority to make all decisions related to the contract.
- The progress report shall be submitted by Vendor in duplicate. The reports shall clearly define all major activities completed during the previous period and identify manning levels, programs etc. The report format shall be provided by/ finalized after discussion with the consultant for adherence by the Vendor.
- The Vendor shall correct all project original drawings with "As Built" information and shall on completion of erection of the equipment submit originals of all finalized drawings to the Owner.
- All expenses for all the above activities shall be done and borne by the Vendor. The responsibility of Owner shall be limited to the extent of reimbursement of inspection fee charged by any statutory authority.
- All pages of the offer shall be numbered and contents with page numbers shall be given at the beginning. All pages of the offer shall be submitted in bound volume.

DATA AND DRAWING DETAIL

Along with the technical bid the following information is to be provided.

- Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per storage system, their part nos and make.
- Process and instrument diagram along with Bill of Materials for all major components within the tender.
- General arrangement drawing of the storage system giving overall dimensions and erection / shipping weight.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- Technical data sheet of storage system.
- Typical cross sectional drawing and literature to fully describe the details of all major components such as Cylinders, valve, gauges piping etc. Data sheet indicating material of tube, tube size etc, piping and instrument diagram.

Along with supply.

- Operation and maintenance manuals – 3 sets all in original for each Storage cascade. The instruction manual should describe in details the construction and recommended procedure for maintaining, operating and troubleshooting of the storage system should also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per storage unit. The manual should provide detailed catalogues of all bought out items.
- Test certificates of all major components like cylinders, shutoff valves, pressure relief valves tubing / pipe work etc.
- Calibration certificates for all measuring and protection devices.

5.0 GAS COMPOSITION

Component Name	Mole Percent (%)
Methane	84.5 – 98.77
Ethane	9.0 – 0.69
Propane	3.0 – 0.03
Butane	2.0 – 0
Pentane	0.25 – 0
Hexane	0
Heptane	0
Nitrogen	1.25 – 0.51
Carbon Dioxide	0
Total	100

- Oxygen: Not more than 0.5 mole%
- Total Non-Hydrocarbon: Note more than 2.0 mole%
- Total Sulphur including H₂S: Not more than 10 ppm by weight expected H₂S content not more than 4 ppm by volume
- Water Content: 112-144 Kg per MMSCM
- Specific Gravity (SG): 0.62 - 0.63
- Gross Calorific Value: > 8500 Kcal/SCM

The gas to be supplied shall be preferably at ambient temperature. However, the actual temperature shall be in the range of 20 degree C to 45 degree C.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

6.0 CODES AND STANDARDS TO BE FOLLOWED

- IS - 7285 Part II : 2004 Standard
- IS 3224 : 2004 Standard
- OIL INDUSTRY SAFETY DIRECTORATE (OISD) – 179
- GAS CYLINDER RULES – 1981, 2016, 2025 (Amendment)
- INDIAN EXPLOSIVES ACT.

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

7.0 EXTENT OF SUPPLY AND SERVICES

7.1. SUPPLY

Supply of CNG storage cascades of 3000 & 4500 water liter capacity at 15 OC with following minimum details:

- Cylinders
- Each cylinder equipped with cylinder shut -off valve and fusible burst disc.
- Steel cascade frame.
- Interconnecting SS tubing / piping, fitting, valves.
- Non return valves (NRVs) as required for three-bank operation.
- Glycerine filled Pressure gauges in low, medium and high bank.
- Supply of anchor bolts and nuts.
- Mounting Plate
- End connection fitting of 3/8" suitable for connecting Parker/Swagelok make QRC.
- Any other item required for completing the cascade assembly.

7.2 SERVICES

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

- Preparation and submission of documents/ drawings as per schedule.
- Obtaining approvals from concerned departments/ agencies/ authorities.
- Procurement of raw materials, bought out components, fabrication, shop assembly.
- Shop inspection and testing including third party inspection and statutory approvals.
- Testing at site.
- Packaging, crating, dispatch of cascades.
- Installation, testing & commissioning at site
- Loading / Unloading of cascade. Vendor needs to do loading/unloading on above ground structures also, as per site/station requirement.

8.0 TECHNICAL SPECIFICATIONS

The following specification is to give the vendor the technical and operating conditions the cascades must fulfill. Features other than those indicated herein but which call for a better design, increase in efficiency, enhanced reliability, optimization may be accepted subjected to AGL's approval. The Vendor may submit their bid for any alternative design as optional item which may be indicated separately describing all advantages. The cascade shall be shipped in completely assembled condition.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Gas supply line and delivery connection shall be made at site. The vendor shall bid in their main offer, items according to the technical specifications outlined below.

8.1 CASCADE

- Cascade shall be a group of cylinders of capacity required to meet the specified total water capacity, dimensional and weight limitations. The cascades shall also be provided with steel structural frame having facility of lifting and placement. Cylinder of 75 liters water capacity at 15°C are only envisaged. All cylinders in a cascade shall be of same capacity.

- **Cascade Storage Capacity**

The water storage capacity of each cascade shall be 3000 & 4500 (-0%/+5%) water liters at 15°C for Online / Daughter Stations (mobile and stationary).

- **Cascade storage dimension**

- a. The tare weight of one cascade shall not exceed 6.0 tons for 3000 WL capacity (mobile)
- b. The tare weight of one cascade shall not exceed 8.9 tons for 4500 WL capacity (stationary)

For 3000 WL Capacity (Mobile)

The overall dimensions, shall not exceed:

With Canopy

Length – 4500 mm, Width – 1900 mm. and Height - 1900 mm

Without Canopy

Length – 4500 mm, Width – 1900 mm. and Height - 1600 mm

For 4500 WL Capacity (Stationary)

The overall dimensions, shall not exceed:

With Canopy

Length – 5500 mm, Width – 1900 mm. and Height - 1900 mm

Without Canopy

Length – 5500 mm, Width – 1900 mm. and Height - 1600 mm

- Filling Permissions for all cylinders in cascades are to be furnished along with supply. All cylinders shall be new and unused. Re-certified cylinders are not acceptable.
- There shall not be any back flow between any two banks with all valves open.
- The water litre capacity of any individual cylinder in-group of cylinders forming cascades shall not exceed 75 litres at 15°C.
- The design of cylinder shall be as per IS 7285 – Part II: 2004 Standard and approved by Chief Controller of Explosives (CCoE), Government of India for use in India for specified conditions.
- Working Pressure of cascade cylinder shall be maximum 255 barg at 15°C.
- Cylinder material shall be seamless alloy steel (Cr-Mo) as per design approval by Chief Controller of Explosives (CCoE), Government of India.
- Cylinder neck threading shall be as per IS 3224- 2004 or as per design approved by Chief Controller of Explosive (CCoE) Government of India.
- The cylinder shut-off valve shall be with fusible burst disc confirming to requirements of IS: 3224 (2004) or as per design approved by Chief Controller of Explosives (CCoE), Government of India.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- The burst disc shall rupture on excess pressure as well as excess temperature either individually or combined. The burst disc discharge shall be manifolded to a common header for safe venting. Vendor shall indicate burst pressure and temperature.
- The cylinder shut-off valve orifice shall be designed for high flow to permit the combined flow of 100 kg/min from each bank at pressure of 255 bar g. Vendor to furnish necessary calculations indicating overall pressure drop for each bank, Coefficient of flow (Cv) values, valve orifice size etc.
- Number of cylinders in the cascade shall be divided into three independent banks of low, medium and high pressure of different storage pressures. Vendor shall optimize the number of cylinders in each bank for maximizing the recovery from the cascade storage and submit the calculations along with the bid. Vendor may assume the residual cylinder pressure of the vehicle coming for refill at 50 bar g and 28-bar g in case of booster compressor at daughter station.
- The interconnecting tube work of cylinders manifold in configuration suitable for priority filling and sequential dispensing system by the electronic CNG dispensers at the Retail Outlets as indicated in Schedule of Rates.
- Full bore 3/4" ball valves for isolation shall be provided at inlet/outlet of each fill line and at each bank.
- The interconnecting tube work for pressure Manifold shall be minimum of 3/4" OD tubing with 1/4" for pressure Gauge Line and 3/8" SS tube loops for Vent Manifold. The sizing of connecting tubing between each outlet and its associated cylinders shall be such that where they join the total incoming flow areas shall not be less than outgoing area. The loops in tube work shall be provided for absorbing contraction, expansion and vibration piping / tubing shall be suitably clamped to the frame structure.
- Cylinders in the cascade should be horizontally placed. In horizontal configuration, minimum 30mm cylinder to cylinder gap shall be provided. The material used to separate the cylinders should be sufficiently strong enough and should not absorb moisture. Special precautions should be taken to avoid corrosion at the point of contact.
- All cylinders in cascade shall be identical (of 75 litre water capacity).

Proportion for flow from the three banks is as defined below:

Low – 50%
Medium -30%
High - 20%

8.2 Cascade frame

- The frame shall not allow lateral and rotational movement of cylinders during regular road transport under any circumstances. Vendors shall take into account the rough patches / bumps on roads.
- Frame shall be free standing and have facility for lifting by crane and forklift the complete assembled cascade without removing canopy. Bottom and top of frame shall be reinforced to prevent any twisting or strain to inter-connections among cascade cylinders during lifting by crane, forklift and during the transport.
- Frame structure of each cascade shall be capable of withstanding 4g impact (four times gravity) from any direction without any distortion. Calculation shall be carried for same of one complete cascade with all cylinders mounted. Calculation sheet shall be submitted to AGL/Consultant's review.
- All items used in the frame shall be weatherproof. Frame shall be suitably covered with canopy from top to avoid the ingress of rain water.
- Supplier shall submit structural drawing of the frame giving details of the steel, welding procedure, corrosion protection for approval of AGL before commencing fabrication work. Vent header with nipple, end flange shall be of CS material.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

8.3 Piping / Tubing / Fitting/ Pressure gauges

- Materials used for the piping (mains and vents) shall be stainless steel 316 fully annealed seamless conforming to ASTM A269/A182/A276 with maximum hardness of Rb80 or less and suitable for bending and flaring. OD tolerance shall not exceed 0.005%. The piping/ tubing material shall be of Sandvik/Parker/Tubacex/Ratnamani/Jindal make.
- All SS fittings including valves shall be of **Swagelok / Parker / Dk-Lok**. Material shall be SS 316 conforming to ASTM A269/A182/A276. Open ends on fittings and vents shall be provided with caps.
- Bidder shall provide Pressure Safety Relief Valve in each bank of Parker/Swagelok make.
- All Cylinder Valves shall be of Vanaz make. All Brass Fittings shall be of Parker/Swagelok/Vanaz/Tekno make.
- Liquid filled (glycerine) pressure gauges of diameter 4", (0-400 kg/cm²) Wika/Warree/General/Baumer make with a 2-way bleed and block valve/ manifold valve for relief/isolating in low, medium and high bank shall be used.
- Liquid filled (glycerine) Temperature gauges of diameter 4" Wika/Warree/General make/Baumer (0-200 degree C) shall be used for each bank.
- **All end connections for PG, TG etc, valves & fittings shall be within Tamper proof wire cage enclosure except QRC.** These shall be on width side of cascade for ease of operation. After opening the doors only, opening/closing of two way valve to the cascade are authorized. Strength of wire cage enclosure shall be reliable enough.
- For Mobile Cascade the tubing end connection shall be located at width side of Cascade and 300 mm above from bottom of cascade with provision of quick coupling connection for loading / unloading operation, fitted with pressure gauges, valves, fittings, etc.
- Material of vent tubing shall also be of SS 316.
- A pressure relief safety valve on each bank shall be used, to release of excess pressure set at a pressure (not exceeding 20% above the maximum allowable working pressure of the system). Relief devices should be positioned in such a way as to avoid discharge of high pressure gas to the operator or persons in close vicinity.

8.4 Painting

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

- White colour on cylinder body
- Yellow color on frame

Cascade and spacer frame to be painted with anti-rust and etching primer under coat. Importance should be drawn to avoiding corrosion which can limit the working life of a cylinder and affect the fatigue characteristics in serious cases. The implementation of good periodic maintenance anti-corrosion procedures is strongly recommended.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

8.5 MANDATORY SPARES (NOT REQUIRED)

Vendor shall quote unit price for following total mandatory spares for all cascades :-

Sr. No.	Description of part	Total Quantity in numbers
1	Cylinder valve with end tube fitting	5% of quantity installed for all cascades offered
2	Isolation valve	5% of quantity installed for all cascades offered
3	Check Valve	5% of quantity installed for all cascades offered
4	Tube Pig tail	5% of quantity installed for all cascades offered
5	Burst disc with washer	100% of quantity installed for all cascades offered
6	Pressure Gauge- low Bank	9
7	Pressure Gauge- medium bank	9
8	Pressure Gauge- High bank	9
9	Temperature Gauge	9
10	Pressure Relief Valve	9

All the mandatory spare parts shall be wrapped and packaged for prolonged storage so that they will be preserved in original as new condition.

- The spare parts shall be properly tagged and coded so as to facilitate easy identification of parts.
- Spares shall be packaged separately and clearly marked spare parts and shipped at same time as the main equipment.
- The cost of the mandatory spares shall be added to the total cost for bid evaluation purpose. The offer not including the quote for mandatory spares shall be considered incomplete offer and shall be liable for rejection.

9.0 INSPECTION AND TESTING

- Vendor shall carryout 4-G static calculation of one complete assembled cascade with all the cylinders mounted and filled and submit the same for AGL/ Consultant's review.
- Vendor shall carryout cylinder burst test of one cylinder from the entire batch produced for supply to AGL in case offered cylinders are of new design. Vendor shall inform the schedule of the test well in advance to enable Owner or their authorized representative to depute technical personnel for witnessing the test.
- Vendor shall carry out all standard shop tests / QA/QC, hydro-test, pneumatic tests etc. as per recommendation of manufacturer/ Chief Controller of Explosives requirements & Gas Cylinder Rules. Copies of the testing / inspection carried out shall be furnished to AGL
- Vendor shall furnish record of storage capacity check of each cylinder in a cascade and the same need to be demonstrated to Owner/ Consultant or their authorized representative.
- Each assembled storage cascade with all tubing, valves shall be pressure tested to ensure existence of no leakage prior to dispatch.

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- The vendor shall depute his representative at site for successful demonstration of operability of cascade storage system within specified parameters for a period of 4 hours. There shall not be any back flow between any two banks with all valves open. Defects noticed, if any, shall be repaired/ replaced and test shall be repeated to the satisfaction of AGL/TPI's without any additional cost implications.

10.0 PROTECTION DURING SHIPPING

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

11.0 WARRANTY

- Vendor shall warranty all material and equipment to be free from defects in design, material and workmanship for a period specified elsewhere in the bid document.
- Vendor shall warranty all cylinders satisfying the requirement of intended use.
- Replacement of any defective item / equipment found damaged by Owner or their authorized representative at the time of delivery
- Assume responsibility for obtaining manufacturer's warranty of all bought out items.
- Maintenance & Replacement of any part found not performing to the specified requirements within the warranty period (Specified elsewhere in the bid document) from the date of successful commissioning.

12.0 VENDOR DATA REQUIREMENT DATA AND DRAWING DETAIL

Along with the technical bid the following information is to be provided.

- Process and instrument diagram along with Bill of Material. The Bill of Material should indicate all items, quantity of all items installed per storage system, their part nos and make.
- Process and instrument diagram along with Bill of Materials for all major components within the tender.
- General arrangement drawing of the storage system giving overall dimensions and erection / shipping weight.
- Technical data sheet of storage system.
- Typical cross sectional drawing and literature to fully describe the details of all major components such as Cylinders, valve, gauges piping etc. Data sheet indicating material of tube, tube size etc, piping and instrument diagram.

Following documents shall be submitted after release of order i.e. within one weeks from date of P.O.

- Detailed time schedule for supply indicating time periods required for cylinder manufacturing, cascade frame fabrication, shop testing, dispatch of material from works and delivery at site. Detailed quality control procedure, fabrication of frame' etc. within one weeks of release of order.
- Vendor shall submit 4G static calculation of one complete assembled cascade with all the cylinders mounted and filled.
- Vendor Shall submit QAP to Owner's for approval before cylinder manufacturing.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Along with supply.

- Operation and maintenance manuals – 3 sets all in original for each Storage cascade. The instruction manual should describe in details the construction and recommended procedure for maintaining, operating and troubleshooting of the storage system should also include cross-sectional drawings, exploded views of all spare parts along with part nos., quantity installed per storage unit. The manual should provide detailed catalogues of all bought out items.
- Test certificates of all major components like cylinders, shutoff valves, pressure relief valves tubing / pipe work etc.
- Calibration certificates for all measuring and protection devices.

CODES AND STANDARDS TO BE FOLLOWED (versions, revisions valid on the date of order)

The design, construction, manufacture, supply, testing and other general requirements of the Storage Cascades should be strictly in accordance with the Applicable Standards and Codes and should comply fully with relevant Indian or International standards, Gas Cylinder Rule 1981, Indian Explosives Act- 1884, Stationary and Mobile Pressure Vessels (Unfired) Rules (SMPV) 1981, CNG Cylinder Design Code, IS:7285,2004(part-2), CNG Cylinder Valves, IS:3224 1979 (Amendments 1983,84,85,86,89,92,98), ASTM A182/A276, Hydrostatic Stretch Test, IS: 5844 - 1970, Safety Devices of Gas Cylinders, IS : 5903 -1970, Regulations of Insurance

Association of India and Factories Act while carrying out work as per this specification.

The bidder without any additional cost and delivery implications should carry out any modification suggested by the statutory bodies either during drawing approval or during inspection, if any.

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

- i) NFPA 52 Standards for CNG vehicular fuel systems and CNG cylinder code "IS: 7285-2004(PART-2)
- ii) OISD 179 Safety requirements for compression, storage, handling and refueling of CNG for use in automotive sector.
- iii) GAS CYLINDER RULE 2004 Standards for CNG Storage and Gas Cylinder Rules.
- iv) STATIC AND MOBILE PRESSURE VESSELS (UNFIRED) RULES (SMPV) (Latest Edition)
- v) CNG CYLINDER DESIGN CODE IS: 7285 2004 (Part-2)
- vi) CNG CYLINDER VALVES, IS: 3224 (Latest Edition)
- vii) HYDROSTATIC STRETCH TEST IS: 5844 (Latest Edition)
- viii) SAFETY DEVICES OF GAS CYLINDERS IS: 5903 (Latest Edition)-Regulations of Insurance Association.
- ix) INDIAN EXPLOSIVES ACT
- x) ANSI, ASTM, NEC, NEMA, ASNZ

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

Bidder Seal & Sign:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**SECTION VII
FORMS AND FORMAT**



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Form F-1

BIDDER'S GENERAL INFORMATION

To,
M/S AAVANTIKA GAS LIMITED,
INDORE.

1-1 Bidder Name: _____

1-2 Name of Owner/ MD of organization _____

1-3 Number of Years in Operation: _____

1-4 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Operation Address
if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 Mobile Number, if any _____

1-8 E-mail address: _____

1-9 Website: _____

1-10 Fax Number: _____

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

1-11 Banker's Name : _____

1-12 Branch : _____

1-13 Branch Code : _____

1-14 Bank account number : _____



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

1-15 Type of Firm: Proprietary/ Partnership/ PVT/Public_____

1-16 GSTN No.: _____

1-17 State / UT.: _____

1-18 PAN No. : _____

1-19 BOCW Registration no. : _____

1-20 EPF Registration no.: _____

1-21 Whether SSI Registrant Or not : _____

(SIGNATURE OF BIDDER WITH SEAL)



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

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 CNG Storage Cascade, 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 Four (4) 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 the 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:



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Form 2

BID BOND PROFORMA/ PROFORMA FOR EMD

Bank Guarantee No.:

Date:

To

M/S AAVANTIKA GAS LIMITED,
INDORE.

TENDER / RFQ NO. _____ FOR CARRYING OUT
_____ (specify name of

work)

WHEREAS..... (HEREINAFTER CALLED 'THE Bidder' has submitted his Bid dated..... for carrying out of (Herein after called 'The Bid') KNOW ALL MEN by these presents that WE (hereinafter called 'The Bank') are bound unto AAVANTIKA GAS LIMITED, Indore (herein after called 'AGL') in the sum of for which payment well and truly made to AGL, the BANK binds itself its successor and assigns by these presents. Sealed with the Common Seal of the said BANK this day of2017.

THE CONDITIONS of this obligation are:

If the Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of his bid by AGL during the period of bid validity Fails or refuses to execute the Contract Form, if required: or

Fails or refuses to furnish the PERFORMANCE SECURITY (guarantee) in accordance with the Instructions to the Bidder.

We undertake to pay AGL up to the above amount upon receipt of its first written demand, without AGL having to substantiate its demand, provided that in its demand AGL will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including 2 months after the period of bid validity and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

(Signature of the Witness)

Name & address of Witness:

Date:

Bank details for BG/LC (SFMS) receiving through SFMS:

Bank Name: ICICI Bank Limited

Bank IFSC: ICIC0000041

Bank A/c No.: 004105013583

Bank Address: ICICI BANK LTD, MALAV PARISAR,4 CHOTI KHAJRANI, A.B. ROAD.INDORE 452008 (M.P), INDORE

The bidders bank has to send the below details in the BG SWIFT message to our Banker:

77C: Details of Guarantee

7035: ICIC0000041

7036: ICICI BANK LTD, INDORE AC NO 004105013583

7037: AG533170984 Unique Identifier Number (Mandatory)

7038: XXXXX

7039: XXXXXX(XX)DT

XX.XX.2023



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**F – 3 A ANNUAL
TURNOVER**

Bidder must fill in this form

Annual Turnover data for the last 3 years:

Year		Amount (in INR)
Year 1:		
Year 2:		
Year 3:		

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SEAL AND SIGNATURE OF THE BIDDER



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

F – 3 B FINANCIAL

STATUS

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	For the year of
	Amount (in INR)
1. Current assets	
2. Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3. Working Capital (Current Assets-Current liabilities)	
4. Net Worth Owners funds (Paid up share capital and Free Reserves & Surplus) (NW)	
5. Profits before taxes (PBT)	
6. Return on Equity (PBT/NW) x 100	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, as indicated above, complying with the following conditions.
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

SEAL AND SIGNATURE OF BIDDER



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

F – 3 C
FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING
CAPITAL IS INADEQUATE / NEGATIVE

(To be provided on Bank's letter head)

To,
M/s Aavantika Gas Limited

Date:

Dear Sir,

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

The Customer has informed that they wish to bid for Aavantika Gas Limited Tender No.-----dated----- for----- (Name of the supply/work/services/consultancy) and as per the terms of said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

According M/s----- (name of the Bank with address) confirms availability of line of credit to M/s----- (name of the Bidder) for at least an amount of Rs.....

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

Yours truly,

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

(Authorized signatory)
Name of the signatory:
Designation:
Email Id:
Contact No.:
Stamp:

Note:
This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

Form 4

NO DEVIATION CONFIRMATION

Aavantika Gas Limited,
Indore

Name of Bidder:

Dear Sir,

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

(Signature of the bidder)



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

Form 5

CHECK LIST FOR AGREED TERMS AND CONDITIONS

S.No.	DESCRIPTION	BIDDERS CONFIRMATION
1.	Price Basis	Firm and Fixed
2.	Complete Scope of work as defined in the Bid documents	Included
3.	Confirmation of acceptance of bid document in Toto	Yes
4.	Prices include all Taxes, duties, levies, fees, insurance, etc.	Included
5.	Contract Validity (As per Bid document)	Accepted
6.	Completion Period (As per Bid Document)	Accepted
7.	Price Reduction Schedule as per Bid document	Accepted
8.	Terms of Payments (As per Bid document)	Accepted
9.	Performance Bank Guarantee to be submitted in fifteen (15) days	Accepted
10.	General /Special/ Technical terms & Conditions of Bid	Accepted
11.	Validity of bid	Accepted
12.	Bid Document fee (If not submitted earlier) DD No. & date: _____ Bank Name : _____ Amount Rs. _____	NA
13.	Bid Security (EMD) Details of EMD: DD/ BG No. Dated _____ For Rs. _____ Bank Name: _____	Submitted
14.	Price Quoted as per SOR.	Yes
15.	Zero Deviation Confirmation as per Form 4	Yes
16.	All the documents of the bid with signed & stamped	Yes

Name of the Bidder :

Signature :

Name :

Designation :

Date :

Seal :

Bidder seal & sign



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**Form F- 6
DECLARATION (on Bidder's letter head)**

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

We confirm that we are not under any liquidation, court receiver ship or similar proceedings.

We confirm that we have not been banned by any OMC/CGD Company/PSU/Government/ Semi Government Agency for the tendered product/service.

SEAL AND SIGNATURE OF BIDDER

Form F- 7

Bidder seal & sign



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**CONTRACT – PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)**

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
India

Dear Sirs,

M/s _____ have been awarded the work of
(Specify Tender Name & No.), _____ vide PO/WO 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.

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.

Bidder seal & sign



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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 authorised to sign on behalf of the Bank.

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.

5. The BG should be valid for a period of 90 days (3 months) beyond the Defect Liability period defined in the Tender.

Bank details for BG/LC (SFMS) receiving through SFMS:

Bank Name: ICICI Bank Limited

Bank IFSC: ICIC0000041

Bank A/c No.: 004105013583

Bank Address: ICICI BANK LTD, MALAV PARISAR,4 CHOTI KHAJRANI, A.B. ROAD.INDORE 452008 (M.P), INDORE

The bidders bank has to send the below details in the BG SWIFT message to our Banker:

77C: Details of Guarantee

7035: ICIC0000041

7036: ICICI BANK LTD, INDORE AC NO 004105013583

7037: AG533170984 Unique Identifier Number (Mandatory)

7038: XXXXX

7039: XXXXXX(XX)DT XX.XX.2023

Bidder seal & sign



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**F-9
LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS / CONFERENCES**

No.
Aavantika Gas Limited
202 – B, 2nd Floor, NRK Business Park,
Vijay Nagar Square, A.B. Road,
Indore (M.P), Pin – 452010

Date:

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 authorised 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

F-10

CERTIFICATE OF NON-INVOLVEMENT OF AGENT

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.

Bidder seal & sign



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

**Form F-12
DECLARATION ON TENDER DOCUMENT DOWNLOADED (on Bidder's letter head)**

No.

Date:

Aavantika Gas Limited,
Indore (M.P.)

**Sub: Bid Document no. AGL/Head Office/Contract and Purchase/18/25-64/ET/18 [CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE and Corrigendum & Reply to bidder's queries etc.**

Sir,

We hereby confirm that we have read each page of the subject Tender document along with Corrigendum & Reply to bidder's queries thoroughly and understood the complete Scope of Work and other terms & conditions. We hereby also confirm that tender terms & conditions are acceptable to us and entire scope of work shall be executed as per Project Timeline at the Quoted Rates without any deviation.

Yours faithfully,

Signature
Name & Designation
For and on behalf of

SEAL & SIGNATURE OF BIDDER

Bidder seal & sign



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

SECTION VIII

SCHEDULE OF RATES



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

SOR

Item No.	Item Description	Location	Unit	Quantity	Unit price including cost of imported raw material / components & customs duty thereon, Pkg / fwdg on finished goods, Freight with Transit Insurance till handing over, Loading & Unloading charges, Excluding GST	Total FOT Project site Price Excluding GST
					Rs.	Rs.
1	2		3	4	5	6

Supply of CNG Storage Cascades including design, engineering, manufacturing, assembly, Inspection and testing, freight, transportation (including packaging, and forwarding, insurance, handling and unloading) to AGL site/stores, installation, testing and commissioning at site (with commissioning spares including foundation bolts at works and at site), of below mentioned CNG cascades as per the Technical specifications given in Tender document.

1	CNG Cascade 3000 Water Litre Capacity	Indore GA and Gwalior GA	Nos	38	<p>PLEASE DO NOT QUOTE RATES here against the SOR items in this given format. Only Mark Quoted or Not Quoted against this SOR</p> <p>QUOTED: <input type="checkbox"/></p> <p>NOT QUOTED: <input type="checkbox"/></p>
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GRAND TOTAL (Excluding GST) (In Figures) Rs.

NOTE – Applicable GST Shall be payable extra at actuals.

**PLEASE MENTION THE APPLICABLE GST PERCENTAGE:.....
(Bidder to Quote Applicable GST %)**



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

SECTION IX

PACKING AND MARKING & SHIPPING

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 equipment's 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.



**E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE**

- 3.8 Pipes with threaded or flanged ends shall be protected with suitable caps / covers before packing.
- 3.9 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.

- 3.10 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.
- 3.11 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

DESTINATION

Delivery Order No..... Net

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

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

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

Seller's Name.....

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

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

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

5.0 SHIPMENT

- 5.1 Dispatch of materials shall be made in accordance with the relevant terms of the 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.



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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



E-Tender No.: AGL/Head Office/Contract and Purchase/18/25-26/ET/18
[CNG CASCADE]
ARC FOR SUPPLY OF CNG STORAGE CASACDE

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/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.

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 DISPATCH THROUGH APPROVED TRANSPORTERS

All materials shall be dispatched through any bank approved transporter.